

L24000 376459

(Requestor's Name)

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(City/State/Zip/Phone #)

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PICK-UP

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MAIL

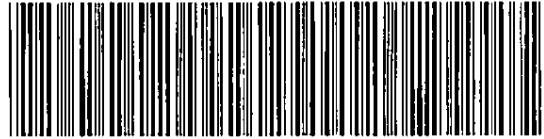
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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FLORIDA STATE
TALLAHASSEE, FL

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TALLAHASSEE, FL



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: 08/29/24
Order #: 1606050-1
Re: IRIS OBSETRICS AND GYNECOLOGY, LLC
Processing Method: Routine

TO WHOM IT MAY CONCERN:

Enclosed please find:

Certificate of Formation/Incorporation

Amount to be deducted from our State Account: \$125.00 - FL State Account Number:
120000000195

Please take the following action:

File in your office on basis
Issue Proof of Filing

Special Instructions:

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

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OFFICE OF STATE
TALLAHASSEE, FL

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A handwritten signature in black ink, appearing to read "Amanda Miller", is written over the stamp area.

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Iris Obstetrics and Gynecology, LLC

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

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

Principal Office Address:

7301 W. Palmetto Park Rd. Suite 102A
Boca Raton, FL 33433

Mailing Address:

4010 W. Boy Scout Blvd. Suite 500
Tampa, FL 33607

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

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

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

Corporation Service Company

Name

1201 Hays Street

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

Tallahassee

FL

32301

City

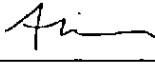
State

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 605, F.S.

Corporation Service Company

By


Registered Agent's Signature (REQUIRED)

(CONTINUED)

CLERK OF STATE
TALLAHASSEE, FL

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ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

Name and Address:

MGR

Florida Woman Care, LLC
4010 W Boy Scout Blvd, Suite 500
Tampa, FL 33607

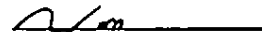
(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL) (If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:


Aaron S. Sudbury, MD (Aug 28, 2024 16:14 EDT)

Signature of a member or an authorized representative of a member.
This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes.
I am aware that any false information submitted in a document to the Department of State
constitutes a third degree felony as provided for in s.817.155, F.S.

Aaron Sudbury, M.D.

Typed or printed name of signee

Filing Fees:

- \$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
- \$ 30.00 Certified Copy (Optional)
- \$ 5.00 Certificate of Status (Optional)

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DEPT. OF STATE
TALLAHASSEE, FL

**SUB LLC OPERATING AGREEMENT OF
IRIS OBSETRICS AND GYNECOLOGY, LLC**

THIS COMPANY AGREEMENT (the "Company Agreement") is entered into by the undersigned Member, **FLORIDA WOMAN CARE, LLC**, a Florida limited liability company (the "Member"), effective as of the 28th day of August 2024.

RECITAL

WHEREAS, the Member has formed Iris Obstetrics and Gynecology, a limited liability company (the "Company"), under the Florida Limited Liability Company Law for the purposes set forth herein, and

WHEREAS, the Member desires to enter into this Company Agreement in order to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of its Member.

NOW, THEREFORE, the Member, intending to be legally bound by this Company Agreement, hereby address that the limited liability company operating agreement of the Company shall be as follows:

**ARTICLE I
DEFINITIONS**

When used in this Company Agreement, the following terms shall have the meanings set forth below.

- 1.1 "Code" means the Internal Revenue Code of 1986, as.
- 1.2 "Member" means the undersigned or the assignee or transferee of the Member pursuant to this Company Agreement.
- 1.3 "Person" means any individual, partnership, firm, corporation, limited liability company, joint-stock company, trust or other entity.

**ARTICLE II
FORMATION**

2.1 Organization. The Member hereby organizes the Company as a single-member Florida limited liability company pursuant to the provisions of the laws of Florida.

2.2 Effective Date. This Company Agreement shall take effect as of the date the Articles of Organization of the Company were filed with the Florida Secretary of State.

2.3 Company Agreement Invalid Provisions. The Member, by executing this Company Agreement, hereby agrees to the terms and conditions of this Company Agreement, as they may from time to time be amended. To the extent any provision of this Company Agreement is prohibited or ineffective under the laws of the State of Florida, this Company

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Agreement shall be deemed to be amended to the least extent necessary in order to make this Company Agreement effective under the laws of the State of Florida. In the event the laws of the State of Florida is subsequently amended or interpreted in such a way to validate any provision of this Company Agreement that was formerly invalid, such provision shall be considered to be valid from the effective date if such amendment or interpretation.

ARTICLE III PURPOSE, NATURE OF BUSINESS

3.1 Purpose; Nature of Business. The purpose of the Company shall be:

(a) To render professional services that a medical doctor duly licensed and practicing under the laws of the State of Florida is authorized to render, including but not limited to the practice of medicine and the performance of all services ancillary thereto;

(b) To transact and all lawful business for which such a professional limited liability company may be organized under the laws of the State of Florida, to have and to exercise all powers conferred by the laws of Florida upon professional limited liability companies formed under the laws of the State of Florida, and to do any things herein set forth to the same extent as natural persons could or might do; provided, however, that nothing herein shall authorize the company to be organized for or to transact any business that is prohibited by the laws of the State of Florida, as now existing or hereafter amended or enacted; and

(c) To do everything necessary, proper, advisable or convenient to accomplish the purposes, attain the objectives, or further the powers that are set forth in the Certificate of Formation for the entity and that are incidental to, pertaining to, or growing out of the professional business of the company, either alone or in association with other entities, firms, or individuals, and at all times comply with the laws of the State of Florida, as presently enacted and as may be amended or superseded by any other statute in the future.

3.2 Power. The Company shall have all the powers of a limited liability company under the laws of the State of Florida and the power to do all things necessary or convenient to accomplish its purpose and operate its business as described in Section 3.1 hereof.

ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS

4.1 Distributions and Allocations. All distributions of cash or other assets of the Company shall be made in accordance with the Company's Employment Agreement(s) or Governance Rules. All items of income, gain, loss, deduction and credit shall be allocated to the Member's Member(s) employed at the Company, subject to any limitations imposed by the Internal Revenue Code.

ARTICLE V TAXATION

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IN AND FOR THE STATE
OF FLORIDA

Article V hereof in reporting the Member's share of Company income and loss for federal and state income tax purposes.

5.2 Disregarded Entity. Notwithstanding anything contained herein to the contrary, pursuant to Treasury Regulation Section 301.7701-3(b), the Company shall be disregarded as an entity separate from the Member for federal and state income tax purposes unless and until the Member causes the Company to file an election pursuant to Treasury Regulation Section 301.7701-3(c).

ARTICLE VI MANAGEMENT

6.1 Management of the Company. The affairs of the Company shall be managed by the Member.

ARTICLE VII DISSOLUTION AND WINDING UP

7.1 Events of Dissolution. The Company shall be dissolved upon the first to occur of (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under the laws of the State of Florida.

ARTICLE VIII BOOKS AND RECORDS

8.1 Books and Records. The Member shall keep, or cause to be kept, at the principal place of business of the Company true and correct books of account, in which shall be entered fully and accurately each any every transaction of the Company. The Company's taxable and fiscal years shall be the same as the taxable and fiscal years of the Member.

ARTICLE IX LIMITATION OF LIABILITY; INDEMNIFICATION

9.1 Limited Liability. Except as otherwise provided by the laws of the State of Florida, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business affairs under this Company Agreement or the laws of the State of Florida shall not be grounds for imposing personal liability on the Member for any debts, liabilities or obligations of the Company. Except as otherwise expressly required by law, the Member, in such Member's capacity as such, shall have no liability in excess of (a) the amount of such Member's net Capital Contributions, (b) such Member's share of any assets and undistributed profits of the Company, and (c) the amount of any distributions required to be returned pursuant to the laws of the State of Florida.

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TALLAHASSEE, FL

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9.2 Indemnification. The Company, (including any receiver or trustee of the Company) shall, to the fullest extent provided or allowed by law, indemnify, save harmless and pay all judgments and claims against the Member and each of the Member's agents, affiliates, heirs, legal representatives, successors and assigns (each, an "Indemnified Party") from, against and in respect of any and all liability, loss, damage and expense incurred or sustained by the Indemnified Party in connection with the business of the Company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss or damage, provided that the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The Company shall not pay for any insurance covering liability of Member or Member's agents, affiliates, heirs, legal representatives, successors or assigns for actions or omissions for which indemnification is not permitted hereunder; provided, however, that nothing contained herein shall preclude the Company from purchasing and paying for such types of insurance, including extended coverage liability and casualty and worker's compensation, as would be customary for any Person owning, managing and/or operating comparable property and engaged in a similar business from naming the Member and any of the Member's agents, affiliates, heirs, legal representatives, successors or assigns or any Indemnified Party as additional insured parties hereunder.

9.3 Non-Exclusive Right. The provisions of this Article IX shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be entitled under the laws of the State of Florida, common law, or otherwise. Notwithstanding any repeal of this Article IX or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or relate to the period prior to any such repeal or amendment of this Article IX.

ARTICLE X OPERATIONS

10.1 Revenue. Items of revenue collected at the Company's premises shall be deposited into the Member's central depository account by the Company's Management Service Organization ("MSO") no less than once per week. Items of revenue collected on behalf of the Company by the MSO shall also be deposited to the central depository account. Deposits shall then be reconciled and distributed to the Company's assigned operating account on at least a bi-weekly basis, less the MSO's contractual management fee and any expenses of the Company paid directly by the MSO on the Company's behalf. Any funds deposited to the Company's assigned operating account that are not the result of the Company's operations shall not be considered revenue and shall be considered a liability to the appropriate third party.

10.2 Expenses. All expenses related to the day-to-day operations of the Company shall be paid out of the Company's assigned operating account. Any disbursements for non-LLC expenses will be treated as distributions for tax purposes and assigned to the Member's Member(s) employed at the Company. The Manager(s) assigned to oversee the Company's day-

ALL AMENDMENTS
TO THIS DOCUMENT
ARE VOID

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to-day operations will be solely responsible for the vendors, products, supplies and services the Company purchases within the restrictions set forth in this Section.

10.3 Refunds. All refunds due and payable to patients of the Company, insurance companies, and other corporate payers shall be processed and paid through the Member's central depository account and deducted from the Company's bi-weekly distribution.

10.4 Banking. The Company will exclusively bank at the banking institution chosen by the Member. At no time shall the Company open any other accounts without the express written permission of the Member, and at no time shall said account(s) be located at another banking institution.

10.5 Employees. The hiring, firing and rate of compensation for non-physician staff of the Company shall be at the discretion of the Company's MSO in consultation with the physician employees of Company, as long as such actions do not violate federal or state employment laws or regulations. The MSO shall cause all employees to complete the paperwork required by Member in a timely and accurate fashion.

10.6 Benefits. All personnel employed by the Company, including physicians (Members of Member or not) shall receive the same standard benefit package as all other employees employed at Member-owned subsidiary LLCs, depending on the individual employee's assigned benefit strata.

ARTICLE XVIII AMENDMENT

11.1 Amendment. This Company Agreement may not be altered or modified except by written consent of the Member.

ARTICLE XIX MISCELLANEOUS

12.1 Binding Effect. This Company Agreement shall be binding upon and inure to the benefit of the undersigned, its legal representatives, heirs, successors and assigns.

12.2 Applicable Laws. This Company Agreement and the rights and duties of the Member hereunder shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida.

12.3 Headings. The article and section headings in this Company Agreement are inserted as a matter of convenience and are for reference only and shall not be construed to define, limit, extend or describe the scope of the Company Agreement or the intent of any provision.

12.4 Number and Gender. Whenever required by the context hereof, the singular shall include the plural, and vice versa and the masculine gender shall include the feminine and neuter genders, and vice versa.


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CLERK OF DISTRICT COURT
TALLAHASSEE, FL

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12.5 Counterparts. This Agreement may be executed in two counterparts and each counterpart, when so executed and delivered, shall constitute a complete and original instrument, and it shall not be necessary when making proof of this Agreement or any counterpart hereto to produce or account for any other counterparts. Facsimile or electronic (PDF or DocuSign) signatures shall be treated as original signatures.

IN WITNESS WHEREOF, this Company Agreement has been made and executive by the Member effective as of the date first written above.

FLORIDA WOMAN CARE, LLC
a professional limited liability company
Its Sole Member

By: 

Aaron Sudbury, M.D. (Aug 18, 2024 16:14 EDT)
Its: Authorized Agent

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CLERK OF STATE
TALLAHASSEE, FL

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