

L9900007114

ROGERS, BOWERS, DEMPSEY AND PALADINO

ATTORNEYS  
FLAGLER CENTER TOWER  
505 SOUTH FLAGLER DRIVE  
SUITE 1130  
WEST PALM BEACH, FLORIDA 33401

ROBERT O. ROGERS  
DAVID E. BOWERS  
W. GLENN DEMPSEY  
RICHARD PALADINO  
ALLISON B. ROGERS

TELEPHONE (561) 655-8980  
TELECOPIER (561) 655-9480

October 21, 1999

Via Federal Express

Florida Secretary of State  
409 East Gaines Street  
Tallahassee, Florida 32399

600003022436--8  
-10/22/99-01070-009  
\*\*\*155.00 \*\*\*155.00

In re: PALM BEACH OPEN MRI, L.L.C.

Gentlemen:

Enclosed you will find an original and one copy of the Articles of Organization of PALM BEACH OPEN MRI, L.L.C. I would appreciate it if you would file the original Articles of Organization in your office. After the Articles of Organization have been filed, the copy of the Articles should then be certified. The certified copy of the Articles of Organization should then be mailed to my office.

You will also find enclosed our firm's check in the amount of \$155.00, in payment of the following fees for the company:

Filing Fee	\$100.00
Designation of Registered Agent Fee	25.00
Certified Copy Fee	<u>30.00</u>
Total	<u>\$155.00</u>

If you have any questions, or should require additional information, please give me a call at your convenience.

Sincerely,

ROGERS, BOWERS, DEMPSEY AND PALADINO

W. Glenn Dempsey

L99-7114

Name	CR-16-27
Availability	
Document Examiner	
Updater	
Verifier	
Acknowledgment	
W. F. Verifier	

WGD/cr  
Enclosure  
cc: Michael Hoffman

**ARTICLES OF ORGANIZATION**  
**OF**  
**PALM BEACH OPEN MRI, L.L.C.**

**ARTICLE I - NAME**

The name of the limited liability company is "PALM BEACH OPEN MRI, L.L.C." (hereinafter referred to as the "Company").

**ARTICLE II - DURATION**

The Company shall exist from the date of the filing of these Articles of Organization with the Department of State until the Company is dissolved in accordance with its Operating Agreement.

**ARTICLE III - PRINCIPAL OFFICE**

The mailing address and street address of the principal office of the Company is  
875 North Military Trail, Suite 101, Jupiter, Florida 33458.

**ARTICLE IV - REGISTERED AGENT**

The name and street address of the initial registered agent of the Company is  
W. Glenn Dempsey, Rogers, Bowers, Dempsey and Paladino, 505 South Flagler Drive,  
Suite 1330, West Palm Beach, Florida 33401.

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JUN 22 11:50 AM  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## **ARTICLE V - PURPOSE**

The Company is organized for the purpose of transacting any or all lawful business for which limited liability companies may be organized under Chapter 608 of the Florida Statutes.

## **ARTICLE VI - MANAGEMENT**

Section 6.01. Management by Members. The Company will be managed by its members. The following are the names and addresses of the managing members of the Company:

Michael Hoffman  
875 North Military Trail, Suite 101  
Jupiter, Florida 33458

Iran Hoghooghi, M.D.  
Palm Beach Gardens Medical Center  
3360 Burns Road  
Palm Beach Gardens, Florida 33408

Jaime Toro, M.D.  
Palm Beach Gardens Medical Center  
3360 Burns Road  
Palm Beach Gardens, Florida 33408

Richard A. Sarner, M.D.  
Palm Beach Gardens Medical Center  
3360 Burns Road  
Palm Beach Gardens, Florida 33408

### Section 6.02. Operational Authority of Members.

(a) The members, acting as a group, shall have the sole authority to manage the Company and are authorized to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company to conduct or further the Company's business;

(b) Each member shall have the voting power stated in the Company Operating Agreement; and

(c) Action by the members requires either:

(i) a properly called meeting of the members, with a quorum present of at least seventy-five (75%) percent of the membership interests in the Company, and a resolution approved by the affirmative vote of a majority of the membership interests present at such meeting (except in the case of a "Major Decision" as defined in the Operating Agreement, in which case the resolution must be approved by the affirmative vote of at least seventy-five (75%) percent of the membership interests present at the meeting); or

(ii) a written action signed by members holding a majority of the membership interest in the Company (except in the case of a "Major Decision" as defined in the Operating Agreement, in which case the resolution must be approved by the affirmative vote of at least seventy-five (75%) percent of the membership interest in the Company).

(d) The members may by an action authorized under Section delegate to a subcommittee of members, an individual member, or an employee of the Company any management responsibility or authority except those matters described in Section 6.03.

Section 6.03. Nonliability of Member for Acts or Omissions in Their Managerial Capacity. To the full extent permitted Chapter 607 of the Florida Statutes, all members are released from liability for damages and other monetary relief on account of any act, omission, or conduct in the member's managerial capacity.

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CLERK OF DISTRICT COURT  
JANUARY 2022

Section 6.04. No Authority of Members. Except as provided in Section 6.02(a), no individual member has the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the Company.

#### **ARTICLE VII – ADMISSION OF NEW MEMBERS**

The Company may admit new members as provided in the Company's Operating Agreement.

#### **ARTICLE VIII - INDEMNIFICATION**

Section 8.01. Definitions. For purposes of this article, the following terms shall be defined as follows:

(a) "Official capacity" means the elective or appointive office or position held by a person who acts on behalf of and at the request of the Company, or the employment or agency relationship undertaken by an employee or agent of the Company.

(b) "Proceeding" means a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company.

#### **Section 8.02. Mandatory Indemnification; Standard.**

(a) The Company will indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person:

(i) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;

(ii) acted in good faith;

(iii) received no improper personal benefit; and

(iv) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and

(v) reasonably believed that the conduct was in the best interests of the Company.

(b) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the person did not meet the criteria set forth in this Section 8.02.

Section 8.03. Advances. If a person is made or threatened to be made a party to a proceeding, the person is entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorney fees and disbursements, incurred by the person in advance of the final disposition of the proceeding,

(a) upon receipt by the Company of a written affirmation by the person of a good faith belief that the criteria for indemnification set forth in Section 8.02 have been satisfied and a written undertaking by the person to repay all amounts so paid or reimbursed by the Company, if it is ultimately determined that the criteria for indemnification have not been satisfied, and

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JANUARY 11, 2011

(b) after a determination that the facts then known to those making the determination would not preclude indemnification under this article.

The written undertaking required by paragraph (a) above is an unlimited general obligation of the person making it, but need not be secured and will be accepted without reference to financial ability to make the repayment.

Section 8.04. Reimbursement to Witness. Subject to the qualification under the standards described in Section 8.02, the Company will reimburse expenses, including attorney fees and disbursements, incurred by a person in connection with an appearance as a witness in a proceeding at a time when the person has not been made or threatened to be made a party to a proceeding.

Section 8.05. Determination of Eligibility. All determinations as to whether indemnification of a person is required because the criteria stated in Section 8.02 have been satisfied and as to whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 8.03 will be made as follows:

(a) by the members in accordance with Section 6.02 of this Agreements; or

(b) if an adverse determination is made by the members, or if no determination is made by the members within sixty (60) days after the termination of a proceeding or after a request for an advance of expenses, as the case may be, by the Circuit Court for Palm Beach County, Florida, upon the application of the person requesting the payment or reimbursement.

Section 8.06. Insurance. The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and

incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

Section 8.07. Discretionary Indemnification of Others. Nothing in this Article VIII limits the ability of the members to cause the Company to indemnify any person or entity not described in this Article VIII.

### **ARTICLE IX - DISSOLUTION**

Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or the occurrence of any event that terminates the continued membership of a member, the Company shall be dissolved, unless a majority of the remaining members of the Company agree to continue the business of the Company.

IN WITNESS WHEREOF, the undersigned member of the Company has executed these Articles of Organization this 21<sup>st</sup> day of October, 1999.

  
MICHAEL HOFFMAN

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CLERK OF COURT



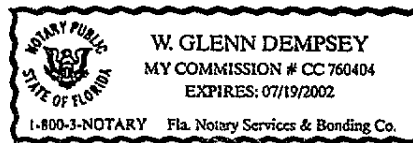
STATE OF FLORIDA       )  
                                      )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 1999, by MICHAEL HOFFMAN, who is either personally known to me or who has produced his drivers license as identification.



\_\_\_\_\_  
Notary Public State of Florida

My Commission Expires:



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NOTARY PUBLIC

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE,  
AND NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In pursuance of Chapter 48.091, Florida Statutes, PALM BEACH OPEN MRI, L.L.C., desiring to organize under the laws of the State of Florida with its principal office as indicated in its Articles of Organization in the City of Jupiter, County of Palm Beach, State of Florida, has named W. GLENN DEMPSEY, whose address is Rogers, Bowers, Dempsey and Paladino, 505 South Flagler Drive, Suite 1330, West Palm Beach, Florida 33401, as its agent to accept service of process within this state.

**ACKNOWLEDGMENT:**

Having been named as the registered agent for the above limited liability company at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of laws of the State of Florida relative to keeping open said office.

Dated: October 21, 1999

  
\_\_\_\_\_  
W. GLENN DEMPSEY

GH/Doc99/Palm Beach MRI - LLC Articles

FILED  
OCT 22 PM 5:09  
CLERK OF COURT  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA