

*Walter W. Goldstein P.A.*

015741 **State of Florida**



**Department of State**

I certify the attached is a true and correct copy of the Certificate of Limited Partnership, as amended to date, of MRI ASSOCIATES, LTD., a limited partnership organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this limited partnership is A23828.

CROWN POINT, INDIANA 48307  
FILED FOR RECORD

Dec 23 12 49 PM '88

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 16th day of December, 1988.



**Jim Smith**  
Secretary of State

*W. W.*

CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP made and entered into this 15th day of December, 1986, by and between AMERICAN CAPITAL GROUP, INC., a Florida corporation, as the General Partner (the "General Partner"), and the persons named on Schedule A attached hereto as the Limited Partners (the "Limited Partners"), whereby the parties hereto agree to form a Limited Partnership pursuant to the Florida Uniform Limited Partnership Act and do hereby swear, affirm and certify as follows:

1. The name of the Partnership is MRI ASSOCIATES, LTD.
2. The purpose of the Partnership is to perform diagnostic services using magnetic resonance imaging and to carry on such other activities in furtherance of said purpose as are not prohibited by law.
3. The principal place of business of the Partnership is 311 Park Place Boulevard, Suite 250, Clearwater, Florida 33519, or such other places as the General Partner from time to time shall determine.
4. The name and address of the General Partner is as follows: AMERICAN CAPITAL GROUP, INC., 311 Park Place Boulevard, Suite 250, Clearwater, Florida 33519.
5. The names and addresses of the Limited Partners in the Partnership is set forth on Schedule A hereto.
6. The Partnership and the limitation of liability of the Initial Limited Partner shall commence on December 17, 1986. The

Partnership shall continue until December 31, 2036, unless sooner terminated as provided in the Agreement of Limited Partnership.

7. The amount of cash and the description and agreed value of other property contributed by the Initial Limited Partner is set forth on Schedule A attached hereto.

8. The Limited Partners shall have the responsibility for additional contributions as specified in the Agreement of Limited Partnership.

9. The contribution of each Limited Partner is to be returned to such Partner upon the dissolution of the Partnership. The Partnership may redeem the interest of the Initial Limited Partner at any time. No Limited Partner shall have the right to withdraw or reduce his capital contribution except as provided in the Limited Partnership Agreement or as otherwise provided by law, or upon dissolution of the Partnership.

10. The share of the profits or other income or losses which each Limited Partner shall be entitled to receive shall be as follows: 20% to American Capital Group, Inc., as Limited Partner, and 1% to Richard D. Chandler.

11. A Limited Partner may substitute an assignee as contributor in its place only with the General Partner's written consent and only on such terms and conditions as the General Partner shall prescribe as set forth in the Agreement of Limited Partnership.

12. The General Partner shall have the right, in his sole discretion, to admit additional Limited Partners on such terms

and conditions as he shall prescribe as set forth in the Agreement of Limited Partnership.

13. No Limited Partner shall have priority over any other Limited Partner with respect to contributions or compensation by way of income.

14. Upon the death, dissolution or cessation to exist, removal with cause, withdrawal, adjudication of incompetency, bankruptcy, insanity or insolvency of one of the persons who is a General Partner, the remaining person(s) who is (are) the General Partner(s), if any, shall continue the business of the Partnership. If the Limited Partners do not admit a new General Partner or Partners, upon the occurrence of the aforementioned events, the Partnership shall terminate as provided in the Partnership Agreement.

15. No Limited Partner shall have the right to demand and receive property other than cash in return for his contribution, but the General Partner, in his sole discretion, may make such distributions in kind.

16. The parties will enter into a Limited Partnership Agreement containing terms and conditions to be incorporated herein by reference as well as those set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto sworn

to and signed the foregoing instrument as of the day and year first above written.

WITNESSES:

W. Anne Ingram  
Robert A. Johnson

W. Anne Ingram  
Robert A. Johnson

W. Anne Ingram  
Robert A. Johnson

GENERAL PARTNER:

AMERICAN CAPITAL GROUP, INC.

By: [Signature]  
William H. Simon, Jr.  
President

LIMITED PARTNERS:

AMERICAN CAPITAL GROUP, INC.

By: [Signature]  
William H. Simon, Jr.  
President

[Signature]  
Richard D. Chandler

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 15<sup>th</sup> day of December, 1986, before me personally appeared WILLIAM H. SIMON, JR., to me known to be the person described in and who executed the foregoing instrument as President of AMERICAN CAPITAL GROUP, INC., and acknowledged the execution thereof as President of said Corporation to be the free act and deed of said Corporation for the use and purposes therein mentioned.

WITNESS my signature and official seal at Clearwater, County of Pinellas, State of Florida, the day and year last aforesaid.

[Signature]  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT 26, 1988  
SHARPE PERRY & BARNES, INC. SMO.

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 15<sup>th</sup> day of December, 1986, before me personally appeared RICHARD O. CHANDLER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his free act and deed for the use and purposes therein mentioned.

WITNESS my signature and official seal at Clearwater, County of Pinellas, State of Florida, the day and year last aforesaid.

Cheryl C. Bullard  
Notary Public

My commission expires:

ANC6.11-1:026

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES SEP 27, 1988  
DONALD THOMAS GENERAL, INC.

SCHEDULE A

Name and Address

Nature and Amount of Contribution

American Capital Group, Inc.  
311 Park Place, Suite 250  
Clearwater, FL 33519

Cash - \$10.00

Richard D. Chandler  
114 Homeport  
Palm Harbor, FL 33561

Cash - \$10.00

**AMENDMENT TO THE  
CERTIFICATE OF LIMITED PARTNERSHIP OF  
MRI ASSOCIATES, LTD.  
a Florida limited partnership**

THE UNDERSIGNED, constituting the withdrawing General Partner and successor General Partner, respectively, of MRI ASSOCIATES, LTD., a Florida limited partnership, whose Certificate of Limited Partnership was filed with the Florida Department of State on December 17, 1986, hereby amends said Certificate of Limited Partnership of MRI ASSOCIATES, LTD. as follows:

1. Section 4 is hereby amended to read as follows:

The name and address of the General Partner is as follows: American Diagnostics Group, Inc., 311 Park Place Blvd., Suite 250, Clearwater, FL 33519.

2. Except as expressly provided herein, all of the terms and provisions of the Certificate of Limited Partnership shall remain in full force and effect and are hereby ratified and affirmed.

The execution of this Amendment by the undersigned constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to the Certificate of Limited Partnership of MRI ASSOCIATES, LTD. this 10th day of October, 1988.

GENERAL PARTNER:

AMERICAN CAPITAL GROUP, INC.,  
withdrawing General Partner

By: RC

Its: Chief Executive Officer

AMERICAN DIAGNOSTICS GROUP,  
INC., successor General  
Partner

By: RC

Its: President



STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned officer, a Notary Public authorized to administer oaths and to make acknowledgments in and for the State and County set forth above, personally appeared ARTHUR W. GARDNER, as CEO of AMERICAN CAPITAL GROUP, INC., a Florida corporation, the withdrawing General Partner of MRI ASSOCIATES, LTD., a Florida limited partnership, known to me and known by me to be the person who executed the foregoing Amendment to the Certificate of Limited Partnership, and he acknowledged to me and before me that he executed this Amendment as said officer on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, the 11<sup>th</sup> day of APRIL, 1982.

Charles C. Sullivan  
Notary Public

My Commission Expires: 11/24/79

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned officer, a Notary Public authorized to administer oaths and to make acknowledgments in and for the State and County set forth above, personally appeared ARTHUR W. GARDNER, as CEO of AMERICAN DIAGNOSTICS GROUP, INC., a Florida corporation, the successor General Partner of MRI ASSOCIATES, LTD., a Florida limited partnership, known to me and known by me to be the person who executed the foregoing Amendment to the Certificate of Limited Partnership, and he acknowledged to me and before me that he executed this Amendment as said officer on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, the 11<sup>th</sup> day of APRIL, 1982.

Charles C. Sullivan  
Notary Public

My Commission Expires: 11/24/79

CFR15B-100588