

LO000005279

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

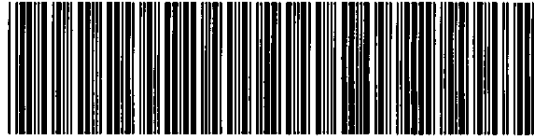
(Business Entity Name)

(Document Number)

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

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05/31/07--01031--022 \*\*25.00

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DIVISION OF CORPORATIONS  
07 MAY 31 PM 2:08

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: PMG Medical Management Services, LLC  
(Name of Limited Liability Company)

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

Please return all correspondence concerning this matter to the following:

Lisa McNamara  
(Name of Person)

\_\_\_\_\_  
(Firm/Company)

9140 Corsea del Fontana Way  
(Address)

Naples FL 34109  
(City/State and Zip Code)

For further information concerning this matter, please call:

Lisa McNamara at ( 239 ) 597-2010  
(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/COURIER ADDRESS:

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

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**ARTICLES OF DISSOLUTION  
FOR  
A LIMITED LIABILITY COMPANY**

1. The name of a limited liability company is

PMG Medical Management Services, LLC

2. The Articles of Organization were filed on 5/09/2000 and assigned document number

L00000005279

3. The date the dissolution was approved: May 31, 2007

4. A description of occurrence that resulted in the limited liability company's dissolution pursuant to section 608.441, Florida Statutes, (copy 608.441 on back cover letter).

Ceased doing business-

5. CHECK ONE:

- ☒ All debts, obligations and liabilities of the limited liability company have been paid or discharged.  
-OR-  
☐ Adequate provision has been made for the debts, obligations and liabilities pursuant to s. 608.4421.

6. All remaining property and assets have been distributed among its members in accordance with their respective rights and interests.

7. CHECK ONE:

- ☒ There are no suits pending against the company in any court.  
-OR-  
☐ Adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against it in any pending suit.

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Signatures of the members having the same percentage of membership interests necessary to approve the dissolution:

Signature

Printed Name

Don Holton

Don Holton

See attached resolutions for other signatures

PMG MEDICAL MANAGEMENT SERVICES, LLC  
NOTICE OF TERMINATION

THIS PMG MEDICAL MANAGEMENT SERVICES, LLC ("PMGMMS") NOTICE OF TERMINATION ("Termination Notice") is made this 19<sup>th</sup> day of February 2007 (the "Effective Date"). The Termination Notice is being made by and among THE HOLTON COMPANY (the "Managing Member") and the MALE COMPANY, LLC, and ALYN HOLDINGS, LLC (the "Members").

WHEREAS, PMGMMS had provided services to out-patient treatment facilities that Preferred Medical Group, LP (PMG) had owned or managed.

WHEREAS, PMG has sold the out-patient dialysis treatment facilities that it had been organized to acquire, develop and manage.

WHEREAS, PMGMMS has waited to provide notice of termination until at which time it believes there are no outstanding liabilities of PMGMMS or of PMG or of the out-patient treatment facilities for which it had provided services.

NOW, THEREFORE, the parties agree as follows:

1. PMG Medical Management Services, LLC will terminate its limited liability company effective May 31, 2007. In accordance with the Operating Agreement Section 11.1 (b), this Termination Notice will serve as consent of a Majority in Interest of the Members. The Managing Member will conduct the wind down of the Company's affairs and distribute all of the Company's property and cash in accordance with the Operating Agreement. The Managing Member will file a certificate of dissolution to the Secretary of State for filing in accordance with Section 11.1 of the Operating Agreement.

2. Notice. Any notice to be given by a party as required by this Termination Notice shall be given to the other party at its last known address. Either party may change the address to which such notice shall be sent by notice to the other party as herein provided. Where this Termination Notice provides for delivery or giving of notice, the same may be made by certified mail, return receipt requested, to the address as provided herein, with the same effect as if delivered or given on the date when mailed.

3. Binding Effect. Except as otherwise provided in this Termination Notice, every covenant, term and provision of this Termination Notice shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors and assigns.

4. Construction. Every covenant, term and provision of this Termination Notice shall be construed simply according to its fair meaning and not strictly against any party.

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5.Headings. Section, paragraph and other headings contained in this Termination Notice are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Termination Notice or any provision hereof.

6.Severability. Every provision of this Termination Notice is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Termination Notice.

7.Further Action. Each party hereto agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Termination Notice.

8.Governing Laws. This Termination Notice shall be governed and construed in accordance with the laws of the State of Florida and may not be modified except in writing signed by each of the parties hereto.

9.Waiver. No consent or waiver, express or implied, by any party to or of any breach or default by any other party in the performance of any obligation hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or of any other obligation of such party hereunder.

10.Survival of Representations. The representations contained in this Termination Notice and stated in its recital shall be deemed to survive the execution of the Termination Notice.

11.Attorney's Fees. In the event of litigation concerning the terms or enforceability of this Termination Notice, the prevailing party shall be entitled to recover it's reasonably attorneys' fees and costs, including those incurred on appeal.


12.Counterparts. This Termination Notice may be executed in counterparts, which, taken together, shall constitute one and the same Termination Notice.

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**IN WITNESS WHEREOF**, the parties have hereunder entered into this Termination Notice as of the Effective Date.

**MANAGING MEMBER:**

**The HOLTON COMPANY, LLC**

By:   
Don Holton, Manager

**LIMITED PARTNERS:**

**MALE COMPANY, LLC**

By:   
Chris Male, Manager

**ALYN HOLDINGS, LLC**

By:   
Michael Holton, Manager

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