

LO3000025392

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TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Pro Motion Rehabilitation LLC
(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:

Timothy R. Mertz, Exclusive Owner / Operator
(Name of Person)

Pro Motion Rehabilitation LLC
(Firm/Company)

7421 N. University Drive Suite 104
(Address)

Tamarac, Florida 33321
(City/State and Zip Code)

For further information concerning this matter, please call:

Timothy R. Mertz at (954) 724-3031
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ ~~\$25.00~~ Filing Fee
No

☒ \$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)

STREET ADDRESS:
Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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

Pro Motion Rehabilitation LLC tax ID #13-4257179

(Present Name)
(A Florida Limited Liability Company)

FIRST: The Articles of Organization were filed on July 11, 2003 and assigned document number L03000025392.

SECOND: The following amendment(s) to the Articles of Organization was/were adopted by the limited liability company:

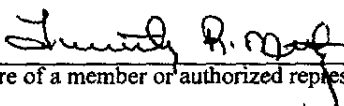
and registered agent

Mr. Claiborne P. Tanner is no longer a member of the above named LLC (Pro Motion Rehabilitation). Mr. Tanner's shares of the company were bought out exclusively on Sept 8, 2004. Attached are the provisions of buy-out that took place on that date. This was witnessed by attorney Frank R. DeLuca, available at 954-462-8394. Please remove his name from ALL appropriate paperwork, specifically the articles of incorporation and as the contact member. I, Timothy R. Mertz am the exclusive owner of Pro Motion Rehabilitation LLC, and am the contact member, please change my contact address to 15294 W. Tranquility Lake Drive, Delray Beach, Florida 33446. Due to the poor departing/terminated relationship, Mr. Tanner has not been cooperative in turning over the Articles of Incorporation, therefore they have not been attached. Please do not hesitate to call Me or Mr. DeLuca if there is any question.

Thank you,

Sincerely, Timothy R. Mertz,
Owner / President Pro Motion Rehabilitation

Dated December 1, 2004.



Signature of a member or authorized representative of a member and Registered Agent

Timothy R. Mertz

Typed or printed name of signee

Filing Fee: \$25.00

MEMORANDUM OF SETTLEMENT

The parties to litigation styled In Re Pro Motion Rehabilitation, L.L.C. Broward County Case No.: 04-012125 (18) and Pro Motion Rehabilitation, L.L.C. v. Mertz, Broward County Case No.: 04-011967 (14) hereby agree to resolve all disputes as follows:

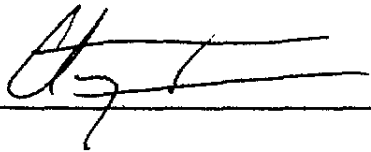
1. Member, Claiborne Tanner agrees to sell his interest in Pro Motion Rehabilitation, L.L.C. to Member Timothy Mertz for the sum of \$3500.00.
2. The parties agree to split all remaining funds in the operating account 50%/50%.
3. All accounts receivable for services rendered on or before September 8, 2004 shall be divided 50%/50%.
4. The sum of \$2536 shall be returned to Pro Motion Rehabilitation, L.L.C. by Timothy Mertz. Subject to verification and agreement by Tanner. This money represents the monies that were the subject of the case styled Pro Motion Rehabilitation, L.L.C. v. Mertz, Broward County Case No.: 04-011967 (14).
5. The parties will execute any and all documents necessary to transfer the corporate interests in the LLC.
6. Each party shall make any and all financial and business records of the LLC available for inspection and verification.
7. The parties shall equally divide the cost of the accounting fees necessary to file the tax returns for the calender year 2003. The parties agree to split the any tax liability, late fees and penalties, if any.
8. Timothy Mertz agrees to assume responsibility for any claim of past due rent and will indemnify Claiborne Tanner for any liability for such rent.

9. Parties agree to pay a pro rata share of 50%/50% of any taxes for the time period of January 1, 2004 through September 8, 2004.

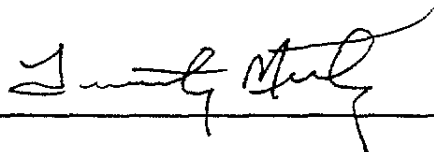
10. Any income derived from the operation of the LLC after September 8, 2004 shall be the sole property of LLC, and Timothy Mertz. Claiborne Tanner hereby renounces any claim to income earned by the LLC after September 8, 2004.

11. Each party shall dismiss his respective lawsuit, and each shall be responsible for his respective attorney's and costs.

12. In the event of any dispute over the terms and conditions of this agreement the parties agree to submit such issues to binding arbitration.



CLAIBORNE TANNER



TIMOTHY MERTZ

Dated this 8th day of September, 2004