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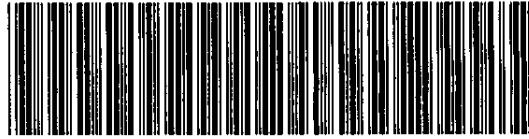
(Business Entity Name)

(Document Number)

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FILED  
2015 JAN -4 AM 8:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Merger/CC

JAN 11 2015

I ALBRITTON

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Hadley's Home Health Services LLC  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Daniel Bettencourt

Contact Person

Home Helpers of The Treasure Coast

Firm/Company

2695 SW Domina Rd.

Address

Port St. Lucie, FL 34953

City, State and Zip Code

dbettencourt@homehelpershomecare.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Dan Bettencourt

Name of Contact Person

at ( 772 ) 834-8695

Area Code

Daytime Telephone Number

☒ Certified copy (optional) \$30.00

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**Articles of Merger  
For  
Florida Limited Liability Company**

**FILED**  
2016 JAN -4 AM 8:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Hadley's Home Health Services LLC	ST Lucie, Martin, Indian River	L13000103982
Priority Care LLC	ST Lucie, Martin, Palm Beach	L15000035827
_____	_____	_____
_____	_____	_____

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Hadley's Home Health Services LLC	ST Lucie, Martin, Indian River County	L13000103982

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

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**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

**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.

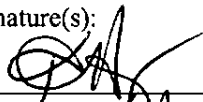
**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

Typed or Printed  
Name of Individual:

Hadley's Home Health Services, LLC



Wayne Hadley, Deceased

Priority Care LLC



Kelly Hadley, Personal Representative (write)

Authorized Person

Corporations:

Chairman, Vice Chairman, President or Officer  
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

<b><u>Fees:</u></b>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<b><u>Certified Copy (optional):</u></b>	\$30.00

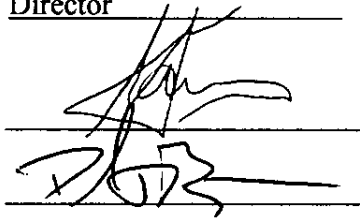
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

Hadley's Home Health Services



Wayne Hadley

Registered Agent

Priority Care LLC



Daniel Bettencourt

Registered Agent

**PARTNERSHIP AGREEMENT, MERGER AGREEMENT AND**

**ADDENDUM TO OPERATING AGREEMENT**

**THIS PARTNERSHIP AGREEMENT, MERGER AGREEMENT AND ADDENDUM TO OPERATING AGREEMENT** (the "Agreement") made and entered into this 6th day of November, 2015 (the "Execution Date").

**BETWEEN**

Kelly R. Hadley, 07/23/1973

Wayne A. Hadley, 06/03/1963

11162 SW Wyndham Way

Port Saint Lucie, FL, 34987

(Will be referred to as "Hadley's", when referring to the two individuals listed above as a whole)

And

Christine Bettencourt, 02/09/1988

Daniel Bettencourt, 03/25/1978

5839 NW Windy Pines Lane

Port St. Lucie, Florida, 34986

(Will be referred to as "Bettencourt's", when referring to the two individuals listed above as a whole)

(Individually the "Partner" and collectively the "Partners").

**BACKGROUND:**

A. The Partners wish to associate themselves as partners in business.

B. The terms and conditions of this Agreement sets out the terms and conditions as to how they will be partners.

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**IN CONSIDERATION OF** and as a condition of the Partners entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

**Formation**

1. By this Agreement the Partners enter into a general partnership (the "Partnership") in accordance with the laws of the State of Florida. The rights and obligations of the Partners will be as stated in the applicable legislation of the State of Florida (the 'Act') except as otherwise provided here.

**Name**

2. The firm name of the Partnership will be: Hadley's Home Health Services LLC

**Purpose**

3. The purpose of the Partnership will be: In-Home Health Care Agency (Home Health Agency)

**Term**

4. The Partnership will begin on November 6th, 2015 and will continue until terminated as provided in this Agreement.

**Place of Business**

5. The principal office of the business of the Partnership will be located at 2695 SW Domina Rd., Port Saint Lucie, FL, 34953 or such other place as the Partners may from time to time designate.

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D/S  
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### Capital Contributions

6. The Partners have contributed to the capital of the Partnership, in cash or property in agreed upon value, as follows (the "Capital Contribution"):

Partner	Contribution Description	Agreed Value
Hadley's	Existing Business including fixtures, furniture, equipment, licenses, franchise territory.	<p>-No Cash Investment at time of Partnership</p> <p>-All existing equity at the time of the purchase in excess of \$100,000.</p>
Bettencourt's	Franchise Territory and equity for Home Helpers of Martin County will be merged and operated under one entity. The new entity will be operated under Hadley's Home Health Services doing business as Home Helpers of the Treasure Coast and Direct Link of the Treasure Coast.	<p>The Bettencourt's agree to pay \$1.00 cash to buy 50% stake in Hadley's Home Health Services LLC and assume 50% of the liability incurred by the business to date in the form of both personal credit card debt and business debt in the names of Wayne Hadley, Kelly Hadley and Home Helpers. Wayne Hadley agrees to sell to the Bettencourt's 50% stake in Hadley's Home Health Services for the agreed upon \$1.00 in compensation for the Bettencourt's assuming 50% of the existing business debt. Wayne Hadley agrees to gift 50% of his portion of ownership of the LLC to his wife Kelly Hadley in compensation for her time, and effort in building the business and incurring personal debt to finance the business.</p> <p>The Bettencourt's agree to compensate Wayne and Kelly Hadley as individuals in the amount of \$55,000 USD for the time spent building the business to this point. The money will not be considered as equity in the business. The initial deposit of \$25,000 will be paid as of November 6<sup>th</sup>, 2015. The second installment of \$30,000 will be paid no later than December 7, 2015.</p> <p>Hadley's Home Health Services LLC will become owned equally 50% Hadley's and 50% Bettencourt's as of November 6<sup>th</sup>,</p>

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		2015 at which time all shares and liability will be divided equally between each partner. Upon completion of this agreement, the LLC will be updated to reflect the above changes.
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7. All Partners will contribute their respective Capital Contributions fully and on time.

**Withdrawal of Capital**

8. No Partner will withdraw any portion of their Capital Contribution without the express written consent of the remaining Partners.

**Additional Capital**

9. Capital Contributions may be amended from time to time, according to the requirements of the Partnership provided that the interests of the Partners are not affected, except with
10. the unanimous consent of the Partners. No Partner will be required to make Additional Capital Contributions. Whenever additional capital is determined to be required and an individual Partner is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by Partnership business obligations, remaining Partners may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of profits or losses among all the Partners will be adjusted to reflect the aggregate change in Capital Contributions by the Partners.
10. Any advance of money to the Partnership by any Partner in excess of the amounts provided for in this Agreement or subsequently agreed to as Additional Capital Contribution will be deemed a debt due from the Partnership and not an increase in Capital Contribution of the Partner. This liability will be repaid with interest at rates and times to be determined by a majority of the Partners within the limits of what is required or permitted in the Act. This liability will not entitle the lending Partner to any increased share of the Partnership's profits nor to a greater voting power. Such debts may have

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preference or priority over any other payments to Partners as may be determined by a majority of the Partners.

### **Capital Accounts**

11. An individual capital account (the "Capital Accounts") will be maintained for each Partner and their Initial Capital Contribution will be credited to this account. Any Additional Capital Contributions made by any Partner will be credited to that Partner's individual Capital Account.

### **Interest on Capital**

12. No borrowing charge or loan interest will be due or payable to any Partner on their agreed Capital Contribution inclusive of any agreed Additional Capital Contributions.

### **Drawing Accounts**

13. An individual drawing account will be maintained for each Partner. Each Partner will be entitled to draw against their share of the profits in such amounts and at such time as will be agreed by the Partners. The drawing account is a temporary account and is expected to have a debit balance if there have been any withdrawals. At the end of each accounting year, the drawing accounts are closed by transferring the debit balance to each Partner's capital account.

### **Financial Decisions**

14. Decisions regarding the distribution of profits, allocation of losses, and the requirement for Additional Capital Contributions as well as all other financial matters will be decided by a unanimous vote of the Partners.

### **Profit and Loss**

15. Subject to any other provisions of this Agreement, the net profits and losses of the Partnership, for both accounting and tax purposes, will accrue to and be borne by the Partners in equal proportions (the "Profit and Loss Distribution").

### **Books of Account**

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16. Accurate and complete books of account of the transactions of the Partnership will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Partner. The books and records of the Partnership will reflect all the Partnership's transactions and will be appropriate and adequate for the business conducted by the Partnership.

#### **Annual Report**

17. As soon as practicable after the close of each fiscal year, the Partnership will furnish to each Partner an annual report showing a full and complete account of the condition of the Partnership. This report will consist of at least the following documents:
- a. A statement of all information as will be necessary for the preparation of each Partner's income or other tax returns;
  - b. A copy of the Partnership's federal income tax returns for that fiscal year;
  - c. A balance sheet;
  - d. A cash flow statement;
  - e. A breakdown of the profit and loss attributable to each Partner; and
  - f. Any additional information that the Partners may require.

#### **Banking and Partnership Funds**

18. The funds of the Partnership will be placed in such investments and banking accounts as will be designated by the Partners. All withdrawals from these bank accounts will be made by the duly authorized agent or agents of the Partners as agreed by unanimous consent of the Partners. Partnership funds will be held in the name of the Partnership and will not be commingled with those of any other person or entity.

#### **Fiscal Year**

19. The fiscal year will end on the 1st day of January of each year.

#### **Audit**

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20. Any of the Partners will have the right to request an audit of the Partnership books. The cost of the audit will be borne by the Partnership. The audit will be performed by an accounting firm acceptable to all the Partners. Not more than one (1) audit will be required by any or all of the Partners for any fiscal year.

### **Management**

21. All the Partners will be consulted and the advice and opinions of the Partners will be obtained as much as is practicable. The addendum attached, referred as Addendum A, is the breakdown of major job duties that each Partner will be responsible for. Changes made to this agreed upon list must be approved by all Partners unanimously.
22. In addition to day-to-day management tasks, the Partner's duties will include keeping, or causing to be kept, full and accurate business records for the Partnership according to generally accepted accounting practices and overseeing the preparation of any reports considered reasonably necessary to keep the Partners informed of the business performance of the Partnership.

### **Contract Binding Authority**

23. All actions and decisions with respect to binding the Partnership in contract requires the unanimous consent of the Partners.

### **Tax Matters Partner**

24. The tax matters partner will be Mark Thomas CPA (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Partnership and make any related elections that the Partners deem advisable.
25. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority vote of the other Partners. In the event of a withdrawal of the Tax Matters Partner from the Partnership, the remaining Partners will appoint a successor as soon as practicable.

### **Meetings**

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26. Regular meetings of the Partners will be held: weekly and can be changed by the partners based on business needs.
27. Any Partner can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all Partners with reasonable notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.
28. All meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all Partners.

#### **Admitting a New Partner**

29. No new Partners may be admitted into the Partnership unless mutually agreed upon by all existing partners.

#### **Voluntary Withdrawal of a Partner**

30. Any Partner will have the right to voluntarily withdraw from the Partnership at any time. Written notice of intention to withdraw must be served upon the remaining Partners at least three (3) months prior to the withdrawal date.
31. The voluntary withdrawal of a Partner will result in the dissolution of the Partnership.
32. A Dissociated Partner will only exercise the right to withdraw in good faith and will act to minimize any present or future harm done to the remaining Partners as a result of the withdrawal.

#### **Involuntary Withdrawal of a Partner**

33. Events resulting in the involuntary withdrawal of a Partner from the Partnership will include but not be limited to: Partner mental incapacity; Partner disability preventing reasonable participation in the Partnership; Partner incompetence; breach of fiduciary

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duties by a Partner; criminal conviction of a Partner; Expulsion of a Partner; Operation of Law against a Partner; or any act or omission of a Partner that can reasonably be expected to bring the business or societal reputation of the Partnership into disrepute.

34. The involuntary withdrawal of a Partner will result in the partners to re-organize the partnership agreement or the option of a buyout of the remaining partners. The buyout price will be determined by a business broker/accountant that both parties agree upon and a valuation of company will be determined.
35. In the event of the death of one of the partners, the surviving spouse will receive the right of survivorship and inherit all of the deceased's partnership rights.
36. A trustee in bankruptcy or similar third party who may acquire that Dissociated Partner's interest in the Partnership will only acquire that Partner's economic rights and interests and will not acquire any other rights of that Partner or be admitted as a Partner of the Partnership or have the right to exercise any management or voting interests.

#### **Dissociation of a Partner**

37. Where the dissociation of a Partner for any reason results in the dissolution of the Partnership then the Partnership will proceed in a reasonable and timely manner to dissolve the Partnership, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
38. The remaining Partners retain the right to seek damages from a Dissociated Partner where the dissociation resulted from a malicious or criminal act by the Dissociated Partner or where the Dissociated Partner had breached their fiduciary duty to the Partnership or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Partnership or to the reputation of the Partnership.

#### **Dissolution**

39. Except as otherwise provided in this Agreement, the Partnership may be dissolved only with the unanimous consent of all Partners.

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### **Distribution of Property on Dissolution of Partnership**

40. In the event of the dissolution of the Partnership, Partnership assets or liabilities will be shared according to the following dissolution distribution (the "Dissolution Distribution") schedule:

<b>PARTNER</b>	<b>DISSOLUTION DISTRIBUTION PERCENT</b>
Hadley's	50% of profits for 90 days after dissolution, all assets owned prior to partnership including, equipment, clients and territory
Bettencourt'	50% of profits for 90 days after dissolution, all assets owned prior to partnership including, equipment, clients and territory

41. Upon Dissolution of the Partnership and liquidation of Partnership Property, and after payment of all selling costs and expenses, the liquidator will distribute the Partnership assets to the following groups according to the following order of priority:
- in satisfaction of liabilities to creditors except Partnership obligations to current Partners;
  - in satisfaction of Partnership obligations to current Partners to pay debts; and
  - To the Partners according to the Dissolution Distribution described above.
42. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Partnership assets after liabilities or any insufficiency in Partnership assets in resolving liabilities under this section will be shared by the Partners according to the Dissolution Distribution described above.

### **Valuation of Interest**

43. In the absence of a written agreement setting a value, the value of the Partnership will be based on the fair market value appraisal of all Partnership assets (less liabilities) determined in accordance with generally accepted accounting procedures (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Partners. An appraiser will be appointed within a reasonable period of the date of withdrawal or

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dissolution. The results of the appraisal will be binding on all Partners. A withdrawing Partner's interest will be based on that Partner's proportion of the Dissolution Distribution described above, less any outstanding liabilities the withdrawing Partner may have to the Partnership. The intent of this section is to ensure the survival of the Partnership despite the withdrawal of any individual Partner.

44. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Partnership books immediately prior to valuation.

#### **Goodwill**

45. The goodwill of the Partnership business will be assessed at an amount to be determined by appraisal using generally accepted accounting procedures (GAAP).

#### **Title to Partnership Property**

46. Title to all Partnership Property will remain in the name of the Partnership. No Partner or group of Partners will have any ownership interest in such Partnership Property in whole or in part.

#### **Voting**

47. Any vote required by the Partnership will be assessed where each Partner receives one vote carrying equal weight.

#### **Force Majeure**

48. A Partner will be free of liability to the Partnership where the Partner is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Partner has communicated the circumstance of said event to any and all other Partners and taken any and all appropriate action to mitigate said event.

#### **Duty of Loyalty**

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49. No Partner will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Partnership or that would be in direct conflict of interest to the Partnership without the unanimous written consent of the remaining Partners. Any and all businesses, ventures or transactions with any appearance of conflict of interest must be fully disclosed to all other Partners. Failure to comply with any of the terms of this clause will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

**Duty of Accountability for Private Profits**

50. Each Partner must account to the Partnership for any benefit derived by that Partner without the consent of the other Partners from any transaction concerning the Partnership or any use by that Partner of the Partnership property, name or business connection. This duty continues to apply to any transactions undertaken after the Partnership has been dissolved but before the affairs of the Partnership have been completely wound up by the surviving Partner or Partners or their agent or agents.

**Duty to Devote Time**

51. Each Partner will devote such time and attention to the business of the Partnership as the majority of the Partners will from time to time reasonably determine for the conduct of the Partnership business.

**Actions Requiring Unanimous Consent of the Partners**

52. The following list of actions will require the unanimous consent of all Partners:
- a. Assigning check signing authority;
  - b. Committing the Partnership to new liabilities or obligations totaling over \$500.00 USD;
  - c. Incurring single expenditures that exceed \$500.00 USD; and
  - d. Hiring any employee whose total compensation package exceeds \$25,000.00 USD per annum.
53. Any losses incurred as a result of a violation of this section will be charged to and collected from the individual Partner that acted without unanimous consent and caused the loss.

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CP

### **Forbidden Acts**

- 54. No Partner may do any act in contravention of this Agreement.
- 55. No Partner may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Partner in the Partnership.
- 56. No Partner may do any act that would make it impossible to carry on the ordinary business of the Partnership.
- 57. No Partner may confess a judgment against the Partnership.
- 58. No Partner will have the right or authority to bind or obligate the Partnership to any extent with regard to any matter outside the intended purpose of the Partnership.
- 59. Any violation of the above Forbidden Acts will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

### **Indemnification**

- 60. All Partners will be indemnified and held harmless by the Partnership from and against any and all claims of any nature, whatsoever, arising out of a Partner's participation in Partnership affairs. A Partner will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Partner or the breach by the Partner of any provisions of this Agreement.

### **Liability**

- 61. A Partner will not be liable to the Partnership, or to any other Partner, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the Partnership.

### **Liability Insurance**

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62. The Partnership may acquire insurance on behalf of any Partner, employee, agent or other person engaged in the business interest of the Partnership against any liability asserted against them or incurred by them while acting in good faith on behalf of the Partnership.

### **Life Insurance**

63. The Partnership will have the right to acquire life insurance on the lives of any or all of the Partners, whenever it is deemed necessary by the Partnership. Each Partner will cooperate fully with the Partnership in obtaining any such policies of life insurance.

### **Amendments**

64. This Agreement may not be amended in whole or in part without the unanimous written consent of all Partners.

### **Jurisdiction**

65. The Partners submit to the jurisdiction of the courts of the State of Florida for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

### **Mediation and Arbitration**

66. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Florida. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Florida.
67. The Partners together will select a mediator that is acceptable to all Partners. If the Partners are unable to select a neutral mediator, then each Partner will select a mediator and those mediators together will then select a third neutral mediator who will attempt to work with the Partners to resolve the dispute.

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68. The parties further agree to share the costs of mediation equally and each party will pay its own expenses of preparation and representation by counsel in the mediation.

### **Definitions**

69. For the purpose of this Agreement, the following terms are defined as follows:

- a. "Additional Capital Contributions" means Capital Contributions, other than Initial Capital Contributions, made by Partners to the Partnership.
- b. "Capital Contribution" means the total amount of cash or Property contributed to the Partnership by any one Partner.
- c. "Dissociated Partner" means any Partner who is removed from the Partnership through a voluntary or involuntary withdrawal as provided in this Agreement.
- d. "Expulsion of a Partner" can occur on application by the Partnership or another Partner, where it has been determined that the Partner:
  - i. Has engaged in wrongful conduct that adversely and materially affected the Partnership's business;
  - ii. Has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Partnership or to the other Partners; or
  - iii. Has engaged in conduct relating to the Partnership's business that makes it not reasonably practicable to carry on the business with the Partner.
- e. "Initial Capital Contribution" means Capital Contributions made by any Partner to acquire an interest in the Partnership.
- f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

### **Miscellaneous**

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IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 6<sup>th</sup> day of November, 2015.

**SIGNED, SEALED, AND DELIVERED**

in the presence of:

Witness:  (Sign)

Witness Name: Natalie Graham

  
Kelly Hadley Partner



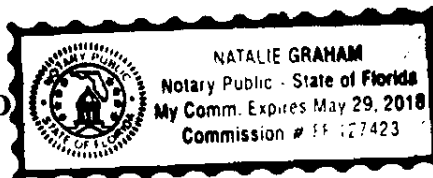
**SIGNED, SEALED, AND DELIVERED**

in the presence of:

Witness:  (Sign)

Witness Name: Natalie Graham

  
Wayne Hadley Partner

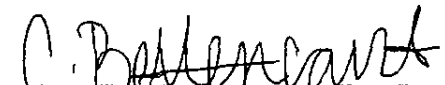


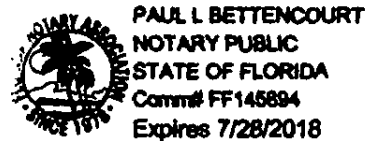
**SIGNED, SEALED, AND DELIVERED**

in the presence of:

Witness:  (Sign)

Witness Name: Paul Bettencourt

  
Christine Bettencourt Partner



**SIGNED, SEALED, AND DELIVERED**

in the presence of:

Witness:  (Sign)

Witness Name: Megan Hatch

  
Daniel Bettencourt Partner



## **Addendum A**

### **Roles & Duties**

- Owners responsibility is all listed below and other items that may arise.
- All duties or roles need to be agreed upon by ownership group based
- Pick up paperwork from Vero & Hobe Sound (volunteer based on schedule)
- Paperwork to clients (volunteer based on schedule)

### **Wayne:**

- Ensure compliance with our policy and procedure manual
- Internet Lead follow up
- Consultation Oversight<sup>1</sup>
  - Follow up on leads, follow up on consultations given
- Supervisory visits in the field for both employees and clients.
  - Required at set intervals dependent on employee and client type (ie. Companion vs. HHA and the type of services the client is receiving).
- Practical skills checklists for HHA's/CNA's
- Client Satisfaction Oversight<sup>1</sup>

### **Kelly:**

- Ensure compliance with our policy and procedure manual
- CEMP (Comprehensive Emergency Management Plan)
- Committees meetings get completed and record minutes
  - Budget
  - PAC/Ethics (Professional Advisory)
  - QAPI (Quality Assurance)
  - Record reviews (clinical and non-medical)
  - Safety
  - Corporate Compliance
  - Governing Body
- HIPAA Training / compliance
- Disaster Drills for office and staff
- AHCA Compliance Oversight<sup>1</sup>

WA KH.  
CM

## **Addendum A continued**

### **Dan:**

- Ensure compliance with our policy and procedure manual
- Budget Management
- Hiring of employees
- Client Satisfaction with concerns for non-medical issues
- Conducts consults and reports to Wayne for follow up
- Sales & Marketing effort oversight<sup>1</sup>
- Business Development oversight<sup>1</sup>
- Office Operational oversight<sup>1</sup>
  - Major Areas
    - Billing
    - Payroll
- Employee Evaluation oversight<sup>1</sup>

### **Dawn:**

- Reports to Dan on day to day activities
- Oversee Scheduling of Caregiver and clients
  - Rachel reports directly to Dawn
- Client Billing
- Documentation of all phone calls
- Tracking logs etc. required by AHCA
- Recruiting caregivers
- Orientation of caregivers

### **Tabitha:**

- On-Call phone from 5pm to 9am

*[Handwritten signatures and initials]*  
K.H.  
2/13