

L18000246339

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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MAIL

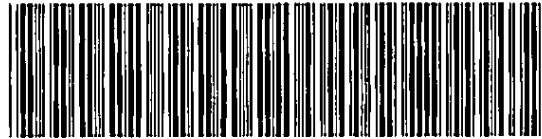
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2021 JUL 28 PM 2:37
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BRUCE
AUG 08 2021

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Rapid Response Medical Transportation 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:

Inna Portnov
Name of Person

Rapid Response Medical Transportation LLC
Firm/Company

8330 W. SR 84
Address

Davie, FL 33324
City/State and Zip Code

InnaP@RRMT Ambulance.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Inna Portnov at (954) 998-1067
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 Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

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

Rapid Response Medical Transportation LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 10/19/18 and assigned Florida document number L18000246339.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

8330 WBR84

Davie, FL 33324

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

same as above

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

[illegible]

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

We need to remove partner from LLC,
since we bought him out. Copy of buyout
contract is attached.

Please if possible to do it fast,
we need to remove him from
Bank Account.

E. Effective date, if other than the date of filing: 7/23/21 (optional)

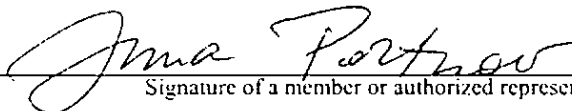
(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

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.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated

7/23/2021



Signature of a member or authorized representative of a member

INNA PORTNOV

Typed or printed name of signee

PARTNERSHIP INTERESTS PURCHASE AGREEMENT

THIS PARTNERSHIP INTERESTS PURCHASE AGREEMENT (this "Agreement") is made as of this 22nd day of July, 2021, by and among LEONARD J. SADOWSKY, an individual ("SADOWSKY"), (SADOWSKY is hereinafter sometimes referred to together as "Seller"), and RAPID RESPONSE MEDICAL TRANSPORTATION, hereinafter referred to as (RRMT") a Florida corporation ("Buyer").

WITNESSETH

WHEREAS, SADOWSKY owns a 33.33% general partnership interest (the "Partnership Interests") in RRMT, a Florida corporation (the "Partnership").

WHEREAS, the Partnership is the owner and operator of an emergent and non-emergent ambulance/medical transportation services in the State of Florida, and owns certain emergency vehicles and equipment attendant thereto (collectively, the "Property");

WHEREAS, Buyer desires to purchase the Partnership Interests from Seller, and Seller desires to sell their respective Partnership Interests to Buyer, on the terms and subject to the conditions hereinafter stated:

NOW, THEREFORE, for good and valuable consideration received to the full satisfaction of each of them, the parties agree as follows:

1. *Purchase and Sale of Partnership Interest.* Upon the terms and subject to the conditions set forth herein, each Seller agrees to convey, sell, transfer, assign, and deliver to Buyer at the Closing (as hereinafter defined), and Buyer agrees to buy and take from Seller at the Closing, all of Seller's right, title, estate, and interest in and to such Seller's Partnership Interests, free and clear in each case of all liens, security interests, and encumbrances whatsoever. Seller waives and releases any claims for fees that may be payable by the Partnership to them or any of their respective affiliates, except any fees already accrued on the books and records of the Partnership as of the date hereof.
2. *Consideration.* (a) Buyer shall pay to Seller as consideration for the sale of the Partnership Interests to Buyer FIFTY THOUSAND (\$50,000.00) DOLLARS. Payment of the consideration described above shall be due within 10 business days after the Closing. The said payment is to be made by a bank check or by way of a wire, in the form of a single transaction or draft.
3. *Seller Representations and Warranties.* Seller represent and warrant to Buyer that: (a) Seller has all necessary power and authority to enter into this Agreement, to perform his obligations hereunder and to consummate the transactions contemplated hereby, without the consent or authorization of, or notice to, any third party. This Agreement constitutes, and the other documents and instruments to be delivered by Seller pursuant hereto (when delivered) will constitute, the legal, valid and binding obligations of the Seller enforceable against the Sellers in accordance with their respective terms. (b) To the actual knowledge of Seller as to his Partnership Interest, there is no litigation, proceeding or action pending or threatened against or relating to Seller's Partnership Interest, which

might materially and adversely affect the Seller's Partnership Interest. (c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will, in any material respect, constitute a violation of or be in conflict with or constitute a default under any term or provision of any agreement, instrument or lease to which either Seller is a party. (d) The Seller owns good, valid, and indefeasible title to their respective Partnership Interest, free and clear of all mortgages, pledges, liens, security interests, encumbrances, and restrictions of any nature whatsoever. (e) The Seller agrees not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities/services as were performed for the RRMT in any business within a twenty (20) mile radius of the RRMT or any of facilities with which RRMT presently has a service contract. (f) The Seller will not, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, solicit RRMT's current clients, vendors, sub-contractors, employees, and/or officers. All of the representations and warranties set forth in this Section 3 shall survive indefinitely the Closing of the transactions contemplated hereby.

4. *Representations and Warranties of Buyer.* Buyer represents and warrants to Sellers that: (a) Buyer has all necessary power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby, without the consent or authorization of, or notice to, any third party, except those third parties to whom such consents or authorizations have been or will be obtained, or to whom notices have been or will be given, prior to the Closing. This Agreement constitutes, and the other documents and instruments to be delivered by Buyer pursuant hereto when delivered will constitute, the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms. (b) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will, in any material respect, constitute a violation of or be in conflict with or constitute a default under any term or provision of any agreement, instrument or lease to which Buyer is a party. (c) To the actual knowledge of Buyer, there is no litigation, proceeding or action pending or threatened against or relating to Buyer, which might materially and adversely affect the ability of Buyer to consummate the transactions contemplated hereby or which questions the validity of this Agreement or any action taken or to be taken by Buyer pursuant hereto. All of the representations and warranties set forth in this Section 4 shall survive indefinitely the Closing of the transactions contemplated hereby.

5. *Deliveries.* (a) Seller shall execute and deliver to Buyer, at Closing, the following:

(i) a good and sufficient Assignment and Assumption of Partnership Interests from Seller, evidenced by Seller's execution of this Agreement, conveying, selling, transferring, assigning, and delivering to Buyer good, valid, and indefeasible title to his Partnership Interest, free and clear of all mortgages, pledges, liens, security interests, encumbrances, and restrictions; and

(ii) such other or further documentation as Buyer may reasonably request at any time or from time to time in order: (A) to convey, vest, confirm or evidence the Seller's title to the Partnership Interest intended to be conveyed, sold, transferred, assigned, and delivered to Buyer under this Agreement; (B) to vest, confirm or evidence title to all or part of the Property being in the Partnership; or (C) to in any other manner effectuate the terms and conditions of this Agreement; : and,

(iii) return of all property belonging to RRMT, including any and all physical and intellectual property, software, client lists, lists of employees, computers, laptops, radios, telephones, electronic devices, financial/administrative/tax/insurance documents, keys, key-fobs, key cards, and credit/debit cards.

(b) Buyer shall execute and/or deliver the following to or for the benefit of Sellers on the Closing Date:

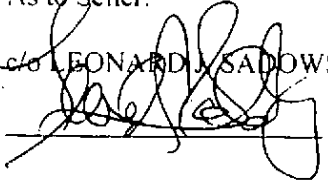
(i) the Assignment Agreement; and

(ii) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement.

6. *Closing Date.* Unless the parties otherwise agree in writing, the transactions contemplated hereby shall be closed (the "Closing") simultaneously with the execution of this Agreement by the parties (the "Closing Date").

7. *Miscellaneous.* (a) This Agreement shall be deemed to contain all of the terms and conditions agreed upon with respect to the subject matter hereof, it being understood that there are no outside representations or oral agreements. (b) Unless otherwise expressly required or permitted by the terms of this Agreement, any notice required or permitted to be given hereunder by the parties shall be delivered personally or served by certified or registered mail or a nationally recognized overnight courier to the parties at the addresses set forth below, unless different addressees are given by one party to the other:

As to Seller:

c/o LEONARD J. SADOWSKY


As to Buyer:

RAPID RESPONSE MEDICAL TRANSPORTATION
c/o Steve Portnov, COO
8330 West SR 84
Davie, FL 33324

(c) Seller represent and warrant to Buyer and Buyer represents and warrants to the Seller that both retained and consulted with legal counsel, or had ample opportunity to do so and voluntarily waived same, in connection with the sale of the Partnership Interest to Buyer. Parties agree to indemnify and save the other party harmless from any and all claims and from any attorneys' fees and litigation or other expenses relating to any dispute arising from this agreement. The representations and warranties contained in this subsection 7(c) shall survive the closing of the transactions contemplated hereby.⁴

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

(e) After the Closing, the parties shall execute and deliver such further documents and instruments of conveyance, sale, assignment, transfer or otherwise, and shall take or cause to be taken such other or further action as either party shall reasonably request at any time or from time to time in order to effectuate the terms and provisions of this Agreement.

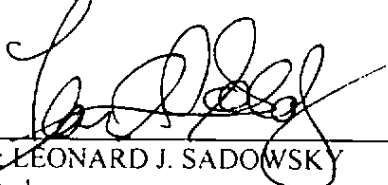
(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(g) The covenants of this Agreement shall be severable, and if any of them is held invalid because of its duration, scope of area or activity, or any other reason, the parties agree that such covenant shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and the modified covenant shall thereafter be enforceable as if originally made in this Agreement. Parties agree that the violation of any covenant contained in this Agreement may cause immediate and irreparable harm to the Buyer the amount of which may be difficult or impossible to estimate or determine. If Seller violates any covenant contained in this Agreement, the Buyer shall have the right to equitable relief by injunction or otherwise, in addition to all other rights and remedies afforded by law.

(h) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

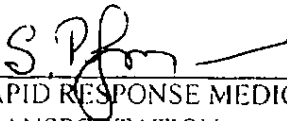
IN WITNESS WHEREOF, the parties hereto have signed four counterparts of this Agreement, each of which shall be deemed to be an original document, as of the date set forth above

SELLER:



By: LEONARD J. SADOWSKY
Dated:

BUYER:



RAPID RESPONSE MEDICAL
TRANSPORTATION
By: Steve Portnov, COO
Dated: