

PD9000081976

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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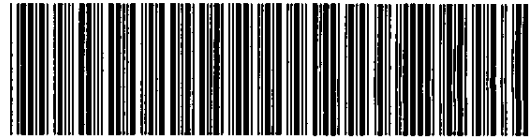
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

14 OCT 20 PM 12:02

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**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Florida Rehab & Injury Centers Longwood, Inc

DOCUMENT NUMBER: P09000081976

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Robin Mingorance

Name of Contact Person

Firm/ Company

2639 West State Road 434

Address

Longwood, Florida 32779

City/ State and Zip Code

Robsming@aol.com

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

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TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

For further information concerning this matter, please call:

Robin Mingorance

Name of Contact Person

at ( 407 ) 574-7870

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☒ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**Mailing Address**

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

**Street Address**

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

Articles of Amendment  
to  
Articles of Incorporation  
of

Florida Rehab & Injury Centers Longwood, Inc

(Name of Corporation as currently filed with the Florida Dept. of State)

P09000081976

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

*The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**  
(Principal office address **MUST BE A STREET ADDRESS**)

**C. Enter new mailing address, if applicable:**  
(Mailing address **MAY BE A POST OFFICE BOX**)

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent \_\_\_\_\_

(Florida street address)

New Registered Office Address: \_\_\_\_\_, Florida \_\_\_\_\_  
(City) (Zip Code)

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

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

\_\_\_\_\_  
Signature of New Registered Agent, if changing

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TALLAHASSEE

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

*Please note the officer/director title by the first letter of the office title:*

*P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.*

*Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.*

**Example:**

X Change                      PT      John Doe

X Remove                    V        Mike Jones

X Add                         SV      Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	<u>P</u>	<u>Julie Hemphill</u>	<u>2639 West State Road 434</u>
<input type="checkbox"/> Add			<u>Longwood, FI 32779</u>
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	<u>P</u>	<u>Cesar N. Abiera</u>	<u>2639 West State Road 434</u>
<input checked="" type="checkbox"/> Add			<u>Longwood, Florida 32779</u>
<input type="checkbox"/> Remove			
3) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
4) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
5) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			

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 STATE OF FLORIDA

(Attach additional sheets, if necessary). (Be specific)

(if not applicable, indicate N/A)

Shares sold as of 10-16-14. Please see attached.

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FEB 12 2003  
14 OCT 20 11:12:03  
177-60000-100004

The date of each amendment(s) adoption: 10-16-14, if other than the date this document was signed.

Effective date if applicable: 10-16-14  
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by \_\_\_\_\_"  
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 10-16-14

Signature

Cesar N. Abiera M.D.

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Cesar N. Abiera, M.D.

(Typed or printed name of person signing)

President

(Title of person signing)

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14 OCT 20 PM 12:03  
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## **Stock Purchase Agreement**

THIS AGREEMENT is made and entered on October 16, 2014 by and between, Julie Hemphill ("Seller") of 1657 Lake Baldwin Lane, Orlando, Florida 32814 and Cesar Nabong Abiera Jr. ("Purchaser") of 70 Forrest Eagle Court, Debary, Florida, 32713.

WITNESSETH:

Whereas, the Seller is a Stockholder in Florida Rehab & Injury Centers of Longwood, Inc. , who is the record owner of outstanding shares of the capital stock of Florida Rehab & Injury Centers of Longwood, Inc. (hereinafter referred to as the "Corporation"), a Florida corporation, which has authority to sell 100 shares of capital stock at \$50.00 par value common stock, and

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to sell said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

### **Purchase and Sale**

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser certificates representing such stock, and the Purchaser shall purchase from the Seller the Corporation's Stock in consideration of the purchase price set forth in this Agreement. The certificates representing the Corporation's Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary transfer tax stamps affixed thereto at the expense of the Seller.

The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at Florida Rehab & Injury Centers Longwood, Inc. located at 2639 West State Road 434, Longwood, Florida 32779 on October 16, 2014, at 1300, or such other place, date and time as the parties hereto may otherwise agree.

### **Amount and Payment of Purchase Price**

#### **(a) Consideration**

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JULIE HEMPHILL  
CESAR NABONG ABIERA JR.

As total consideration for the purchase and sale of the Corporation's Stock, pursuant to this Agreement, the Purchaser shall pay to the Seller the sum of \$5,000.00 , such total consideration to be referred to in this Agreement as the "Purchase Price".

**(b) Payment**

The Purchase Price shall be paid as follows:

- i. The sum of \$5,000.00 to be delivered to Seller upon the execution of this Agreement.
- ii. The sum of \$0.00 to be delivered to Seller at Closing.

**Representations and Warranties of Seller**

Seller hereby warrants and represents:

**(a) Organization and Standing**

The Seller is a stockholder and record owner of the issued and outstanding shares of the capital stock of the Corporation, which is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the Corporation has the corporate power and authority to carry on its business as it is now being conducted.

**(b) Restrictions on Stock**

- i. The Seller is not a party to any Agreement, written or oral, creating rights in respect to the Corporation's Stock in any third person or relating to the voting of the Corporation's Stock.
- ii. Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.
- iii. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

**Representations and Warranties of Seller and Purchaser**

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller and Purchaser which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

**General Provisions**

**(a) Entire Agreement**

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STATE OF FLORIDA



This Agreement (including any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

**(b) Sections and Other Headings**

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**(c) Governing Law**

This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

This Stock Purchase Agreement is executed and agreed to by:

*Julie Hemphill*

Julie Hemphill  
julie.hemphill@yahoo.com  
October 16, 2014 at 09:04 am  
Recorded at IP 72.238.64.245

*Cesar N. Abiera, Jr. M.D.*

Cesar N. Abiera, Jr. M.D.  
ca6685@yahoo.com  
October 16, 2014 at 10:19 am  
Recorded at IP 67.232.198.74

Scan this code with your  
smartphone to manage  
your Stock Purchase  
Agreement online.



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14 OCT 20 PM 12:03  
SEP 20 11 11 AM '14  
TALLAHASSEE, FLORIDA