

PI7000094849

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

12 pgs

Office Use Only



500313062315

05/11/18 -01015--019 **35.00

FILED
2018 MAY 11 AM 11:02
RECEIVED
FILING OFFICE
ALABAMA SECRETARY OF REVENUE

Amend

MAY 14 2018
ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: ACTIVE ASSIST DME, INC.
DOCUMENT NUMBER: P17000094849

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

Please return all correspondence concerning this matter to the following:

DEAN ZUSMER
Name of Contact Person
ACTIVE ASSIST DME, INC.
Firm/ Company
14004 ROOSEVELT BLVD. #607
Address
CLEARWATER, FL 33762
City/ State and Zip Code
ACTIVEASSISTDME@GMAIL.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Dean Zusmer at (305) 389-9040
Name of Contact Person Area Code & Daytime Telephone Number

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

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$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

ACTIVE ASSIST DME, INC.

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

PI7000094849

(Document Number of Corporation (if known))

FILED
2018 MAY 11 AM 11:02
RECEIVED
TALLAHASSEE

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**)

PO BOX 144311

CORAL GABLES, FL

33114

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

DEAN ZUSMER

536 N SHORE DRIVE

(Florida street address)

New Registered Office Address:

MIAMI BEACH

(City)

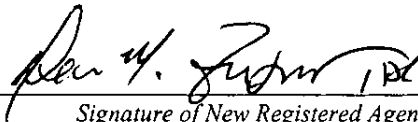
, Florida

33141

(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

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 <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	<u>P</u>	<u>KELLY WOLFE</u>	<u>454 20TH AVE.</u> <u>INDIAN ROCKS Bch.</u> <u>FL 33785</u>
2) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	<u>P</u>	<u>DEAN ZUSMER</u>	<u>536 N. SHORE DR.</u> <u>MIAMI Bch. FL 33141</u>
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	_____	_____	_____ _____ _____

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

(if not applicable, indicate N/A)

Page 3 of 4

STOCK PURCHASE AGREEMENT

Stock Purchase Agreement (the "Agreement") dated May 7, 2018, by Dean Zusmer, ("Purchaser"), and Kelly Wolfe ("Seller").

WITNESSETH:

WHEREAS, Sellers who's owners and holder of one hundred (100) shares of stock of Active Assist DME, Inc., a Florida Corporation with offices at 14004 Roosevelt Blvd, Suite 607, Clearwater, FL 33762.

WHEREAS, the corporation is authorized to issue 100 shares of stock and

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller all the Seller's shares for the purchase price and upon the terms and conditions set forth;

NOW THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions herein contained, the parties hereto do hereby agree as follows:

1. SALE AND PURCHASE OF SELLER'S SHARES:

1.1 Transfer of Seller's shares. Seller agrees to sell, and Purchaser agrees to purchase all the Seller's shares in the corporation.

1.2 Mutual Release and Indemnity. Seller releases, agrees to indemnify and hold harmless the Purchaser, from, against, and in respect to, all claims, losses, expenses, including attorney's fees, costs, obligation and liabilities that may arise about the corporation prior to May 7, 2018, and specifically regarding those transactions attached Schedule B.

Concomitantly, Seller shall continue to be responsible for and agrees to indemnify and hold the Seller harmless from, against, and in respect to, any and all claims, losses, expenses, obligations and liabilities of any nature whatsoever, that may arise with regard to the corporation or Seller's participation therein, attributable to any period of time prior to closing, except as to any conduct attributable to the purchaser (or its related entities) from transactions it executed prior to closing, and specifically with respect to those on Schedule B. This section shall survive closing.

2. PURCHASE PRICE

2.1. Purchase Price. In consideration of the sale and transfer, Purchaser agrees to pay to the Seller, the total sum of Twenty-Seven Thousand Five Hundred (\$27,500.00) U.S. DOLLARS, in accordance with the terms hereof, as follows:

- a. The sum of \$27,500 at the time of full execution of the Contract to Kelly Wolfe.

3. CLOSING.

3.1. Closing Date. The transaction contemplated herein shall be deemed to be closed (the "Closing Date") upon payment to the Seller, of the \$27,500 purchase price, as required under Paragraph 2.1. herein, which is estimated to be 2 business days from Contract.

3.2 Delivery by Seller. Simultaneous with the payment of the Closing payment by Purchaser and provided the Seller shall execute any documents reasonably requested by Purchaser to conclude this transaction, Seller shall deliver to the Purchaser all the Seller's shares as set forth herein, dully endorsed, in blank, together with the Seller's written resignations as officer and director of the corporation.

3.3 Delivery by Purchaser. Simultaneous with payment of the Closing proceeds by Purchaser, the Purchaser shall deliver any documents reasonably requested by Seller and executed by Purchaser to conclude this transaction.

4. REPRESENTATIONS AND WARRANTIES.

Purchaser represents and warrants to Seller that Purchaser has sufficient liquid or other assets to make the Closing Payment as required herein.

Seller represents:

- a. The Company is a corporation duly organized, validly existing, and in good standing under the laws of Florida.
- b. The aggregate number of shares which the company is authorized to issue 100 shares, 100 shares of which are issued and all of which will be owned by the Purchaser at the end of this transaction. There are no outstanding subscriptions, contracts, warrants or other obligations to issue, sell, or dispose of any of the company shares.
- c. Seller represents and warrants that he is the owner, free and clear of any encumbrances, of the number of the Company's common shares set opposite his name in paragraph 1 hereof. Seller has full right and authority to transfer

said shares to Purchaser, and there are no other shares of the company owned or claimed by any other person or entity.

d. The Company, as of the closing date, will have no liabilities of any nature, whether accrued, absolute, contingent, or otherwise, including, without limitation, tax liabilities due or to become due, and whether incurred in respect of or measured by the Company's income for any period prior to closing, or arising out of transactions entered, or any state of facts existing, prior thereto. Seller represents and warrants that he does not know or have reasonable grounds to know of any basis for the assertion against the Company, as of the closing date, of any liability of any nature or in any amount, except as may be set forth, herein, on the attached Schedule A.

e. The Company has good and marketable title to all its assets, subject to no security interests, mortgage, pledge, lien, encumbrance, or charge.

f. The Company will have no contract of financial commitment extending beyond the closing date, or involving payment by the Company, and except as set forth on Schedule A.

5. MISCELLANEOUS.

5.1 Brokers. Each party represents and warrants to the other that it has not incurred any obligations or liability, contingent or otherwise, for broker's or finder's fee or agent's commissions or other like payments in connection herewith.

5.2 Security. Not Applicable

5.3 Entire Agreement. This agreement constitutes the entire Agreement between the parties hereto and supersede all prior agreements and understandings, oral or written.

5.4 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, heirs and assigns.

5.5 Maintain Business. Seller shall use his best effort to conduct his business in the ordinary course with no material adverse change in the business or diminution of hours of operations, etc. between the time of contract and closing.

6. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

6.1 The obligations of Buyer at the Closing shall be subject to the satisfaction of the following conditions precedent at closing (each of which may be waived by Buyer): (a) Medicare/Accreditation. The Closing is contingent upon the Company holding a valid Medicare billing number and accreditation with The Board of Certification /Accreditation International for the sale of Durable Medical Equipment, Prosthetics, Orthotics and Supplies ("DMEPOS") in the State of Florida and transferring the bank

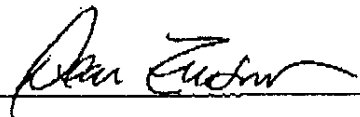
account with Chase to handle EFT deposits. If such contingencies are not satisfied by the Closing Date, then Buyer may terminate this Contract, thereby releasing both parties from their obligations under this Contract.

6.2 At time of stock purchase, Purchaser shall cause Seller to be removed as the registered agent/contact with Medicare and any insurance provider that contracts with the Company.

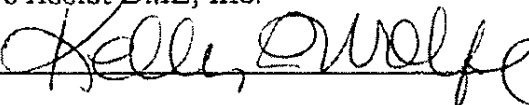
6.3 After Closing, Purchaser shall be responsible for the preparation and filing of the 2018 federal tax return for the Company prior to its due date with the cooperation of Seller and provide Seller with a copy of such return upon filing.

Governing Law. This agreement shall be construed and governed under the laws the State of Florida

The parties set their hands and seals this 27th day of April 2018.

BY: 
Dean Zusmer, PURCHASER

Active Assist DME, Inc.

BY: 
Kelly Wolfe, President, SELLER

SCHEDULE A

The following accounts will be switched over to the purchaser's name and credit card prior to closing;

- Spectrum-Approximately \$109.96 per month
- Duke Energy-Approximately \$50.00 per month

Lease at 14004 Roosevelt Blvd, Suite 607, Clearwater, FL will be transferred to the purchaser by May 10, 2018. Rent is \$387.15 payable to Hallmark Development at 25344 Wesley Chapel Blvd, Lutz, FL 33559. Rent is due no later than June 5, 2018 and every month thereafter. The deposit paid will be transferred to the new owner.

Florida Coastal Insurance will be transferred to the new owner.

Surety Bond will be cancelled, and purchaser will have both in force by May 9, 2018. Seller will cancel both bond.

All other accounts will be closed by closing.

SCHEDULE B

**THE APRIL 27, 2018 STOCK PURCHASE AGREEMENT BY, BETWEEN
AND AMONG WEST BAY MEDICAL SUPPLY, INC, AND DEAN ZUSMER**

To the best of Seller's knowledge information and belief, apart from the contracts or financial commitments listed on Schedule A, wages payable through the Closing Date, and any potential tax liability of the Company for the period through the Closing Date, there are no other claims, losses, obligations or liabilities that may arise about the Company's operations prior to Closing.

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

Effective date if applicable: _____
(no more than 90 days after amendment file date)

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.

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 5/7/2018

Signature

Dean M. Zusmer
(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)

DEAN M. ZUSMER
(Typed or printed name of person signing)

PRESIDENT
(Title of person signing)