

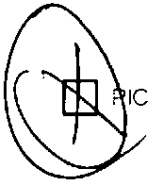
P20000027999

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)



☒ PICK-UP

☐ WAIT

☐ MAIL

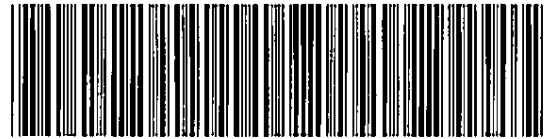
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer.

Office Use Only



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2020 NOV 23 AM 8:09

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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2020 NOV 23 PM 12:37

CLERK OF SUPERIOR COURT  
TALLAHASSEE, FLORIDA

SULKER

NOV 24 2020

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** EMINENCE MEDICAL EQUIPMENT INC

**DOCUMENT NUMBER:** P20000027999

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

Please return all correspondence concerning this matter to the following:

LILIYA HERETSUN-ROUSSONICOLOS  
Name of Contact Person  
IKU MARKETING, LLC  
Firm/ Company  
2565 SW IMPORT DRIVE  
Address  
PORT ST. LUCIE, FL 34987  
City/ State and Zip Code  
LILIE.HERETSUN@GMAIL.COM  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

LILIYA HERETSUN-ROUSSONICOLOS at ( 772 ) 207-6266  
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 type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input checked="" type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy<br>is enclosed) |
|--|--|---|---|

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

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

Articles of Amendment  
to  
Articles of Incorporation  
of

EMINENCE MEDICAL EQUIPMENT INC.

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

P20000027999

(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 CHRISTOPHER M. RIZZO

(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.*

Christopher Rizzo

Signature of New Registered Agent, if changing

Check if applicable

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

2020 NOV 23 AM 8:09  
SECRETARY OF STATE  
FLORIDA

FILED

**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

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <u>    </u> Change	<u>P</u>	<u>ROBERT A. VESPUCCI</u>	<u>1701 NE 42ND AVE., #403</u>
<u>    </u> Add			<u>Ocala, FL 34470</u>
<u>X</u> Remove			
2) <u>    </u> Change	<u>P</u>	<u>CHRISTOPHER M. RIZZO</u>	<u>531 NW AZINE AVE.,</u>
<u>X</u> Add			<u>PORT ST. LUCIE, FL 34983</u>
<u>    </u> Remove			
3) <u>    </u> Change			
<u>    </u> Add			
<u>    </u> Remove			
4) <u>    </u> Change			
<u>    </u> Add			
<u>    </u> Remove			
5) <u>    </u> Change			
<u>    </u> Add			
<u>    </u> Remove			
6) <u>    </u> Change			
<u>    </u> Add			
<u>    </u> Remove			

**E. If amending or adding additional Articles, enter change(s) here:**

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

CHRISTOPHER M. RIZZO 100% SHAREHOLDER

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**

(if not applicable, indicate N/A)

N/A

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

Effective date if applicable: 11/18/2020

(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 incorporators, or board of directors without shareholder action and shareholder action was not required.

☐ 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)

Dated 11/18/2020

Signature

Christopher Rizzo

(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)

CHRISTOPHER M. RIZZO

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

## BILL OF SALE

STATE OF FLORIDA

PRESENTS

KNOWN ALL MEN BY THESE

COUNTY OF PALM BEACH

THAT the undersigned, EMINENCE MEDICAL EQUIPMENT INC, ("Seller/Company"), ROBERT A VESPUCCI ("Shareholder") for the sum of One Dollar and 00/100 Dollars (\$1.00) per share, Valued at \$40,000.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and TRANSFER, to CHRISTOPHER M. RIZZO (herein-after "Buyer"), its successors and assigns, the following described personal property located in the following counties and state, to wit:

All outstanding shares, totaling 100 {100% of Seller} are being granted to Buyer in exchange for the above described consideration.


TO HAVE AND TO HOLD, all and singular, the said personal property to Buyer, to his own use forever.

The Seller hereby binds himself, his successors and assigns, to warrant and defends the title to all of the herein described property unto Buyer, his successors and assigns forever and against every person whomsoever lawfully claiming or to claim such herein described property and any part thereof.

Effective on this 21 day of NOVEMBER, 2020.

SELLER/COMPANY:

BUYER/NEW SHAREHOLDER:

BY: Robert Vespucci 

BY: Christopher Rizzo

## **STOCK PURCHASE AGREEMENT**

**TIDS STOCK PURCHASE AGREEMENT** (this "Agreement"), made and entered into as of NOVEMBER 21, 2020 by and between CHRISTOPHER M. RIZZO (collectively, the "Buyers" EMINENCE MEDICAL EQUIPMENT INC, a Florida corporation (the "Company"); and ROBERT A. VESPUCCI (collectively "Shareholder").

### **WITNESSETH:**

**WHEREAS**, the Shareholders owns all of the issued and outstanding common stock, with par value of \$1.00 per share, of the Company (the "Company Common Stock"), which constitutes all of the issued and outstanding stock of the Company; and

**WHEREAS**, the Shareholder desires to sell to Buyer\$, and Buyers desire to acquire from the Shareholder\$, 100 shares of the Company Common Stock constituting 100 percent (the "Acquired Percentage") of the issued and outstanding Company Common Stock (the "Purchased Shares").

**NOW, THEREFORE**, in consideration of the promises, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

### **I. SALE OF STOCK BY SHAREHOLDERS**

**Sale of Stock by Shareholders.** Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date (as defined herein), the Shareholder\$ will sell, convey, assign, transfer and deliver to Buyer\$, and Buyer\$ will purchase and acquire from the Shareholder\$, free and clear of any and all liens, claims, charges, security interests, encumbrances and restrictions of any kind whatsoever ("Liens") the Purchased Shares.

**Instruments of Conveyance.** On the Closing Date, the Shareholder\$ will deliver to Buyer\$ the certificates representing the Purchased Shares, together with stock powers duly endorsed for transfer in blank in a form reasonably satisfactory to the Buyer\$ and any stamps or other evidence of the payment of documentary taxes required in connection with such delivery.

**Consideration.** The aggregate purchase price for the Purchased Shares at closing will be – **40,000.00** (the "Purchase Price").

**Payment of Purchase Price.** The Purchase Price will be payable on the Closing Date as follows:

(a) The amount of FORTY THOUSAND DOLLARS (\$40,000.00) payable to ROBERT A. VESPUCCI paid immediately at the time of "Closing", at which time ROBERT A. VESPUCCI, "Shareholder" will be removed from Corporation. Payments will be made immediately available funds by electronic wire transfer to an account in accordance with the written instructions of the Shareholders.

### **II. CLOSING DATE**

**2.1 Closing Date.** The closing with respect to the transactions provided for in this Agreement (the



### **III. PURCHASE PRICE ADJUSTMENTS**

#### **3.1 Short Year Tax Return, N/A**

### **IV. REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE SHAREHOLDERS**

The Company and the Shareholders hereby jointly and severally represent and warrant to Buyers as follows:

**Organization; Power; Good Standing.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. The Company has all requisite corporate power and authority to own, operate and lease its properties, to carry on its business as now being conducted and to enter into this Agreement and perform its obligations hereunder. The copies of the Articles of Incorporation and By-laws of the Company, as amended as of the date hereof, which have been delivered by the Company to Buyers, are complete and correct.

#### **Subsidiaries; Names; Capital Stock; Officers and Directors.**

(a) The Company has no subsidiaries.

(b) The authorized capital stock of the Company consists of 100 shares of common stock, with \$1.00 par value per share, 100 shares of which are outstanding. All such shares are owned by the Shareholders and have been duly issued, are fully paid for and are non assessable. The Company holds no shares of its common stock in its treasury. There are no outstanding or authorized subscriptions, options, warrants, calls, rights, commitments or any other agreements of any character obligating the Company to issue any additional shares of its common stock or any securities convertible into or evidencing the right to subscribe for any shares of its common stock, nor are there any voting trusts or any other agreements or understandings with respect to the voting common stock of the Company.

(c) Disclosure Schedule 4.2(c) hereto sets forth a true and complete list of the officers and directors of the Company.

**Authority Relative to Agreement.** The execution, delivery and performance by the Company of this Agreement and the other agreements, documents, and instruments contemplated hereby to which the Company is or will be a party (the "Ancillary Documents") have been duly and effectively authorized by all necessary corporate action by the Company. This Agreement has been, and the Ancillary Documents will be, duly executed by the Company and the Shareholders and are or will be valid, legally binding and enforceable obligations of the Company and the Shareholders except as enforceability may be limited by bankruptcy, insolvency or laws affecting creditors' rights generally.

**Effect of Agreement.** The execution, delivery and performance of this Agreement and each of the Ancillary Documents by the Company and the Shareholders and the consummation of the transactions contemplated hereby will not (a) require the consent, approval or authorization of any person, corporation, partnership, joint venture or other business association or public authority;

(b) to the best knowledge of the Company and the Shareholders, violate, with or without the giving of notice or the passage of time, or both, any provisions of law or statute or any rule, regulation, order, award, judgment or decree of any court or governmental authority applicable to the Company or the Shareholders; or (c) with or without the giving of notice, the passage of time, or both conflict with or result in a breach or termination of any provision of, accelerate the performance or maturity of, constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the assets of the Company or upon any of the Purchased Shares pursuant to any corporate charter, bylaw, indenture, note, bond, mortgage, deed of trust, lease, contract, permit, agreement or other instrument, or any order, judgment, award, decree, statute, ordinance, regulation or any other restriction of any kind or character, to which the Company or the Shareholders is a party, or by which the Company or the Shareholders or any of their respective assets may be bound.

**Financial Statements, N/A**

**Undisclosed Liabilities.** To the best knowledge of the Company and the Shareholders, the Company had, at the date of JUNE 17, 2020, no liabilities or obligations of any kind, whether accrued, absolute, contingent or otherwise, whether or not such liabilities or obligations would have been required to be disclosed on a balance sheet prepared in accordance with GAAP. Neither the Company nor the Shareholders know or have any reasonable grounds to know of any basis, as of the date of the Financial Statements, for the assertion against the Company of any claim or liability of any nature in any amount not fully disclosed in the Financial Statements. IF THERE ARE ANY OVERPAYMENT, OUTSTANDING BILL WITH WHOLESALERS, VENDORS, PROPERTY MANAGEMENT/LEASE, AUDITS PRIOR TO CLOSING DATE, SELLER IS RESPONSIBLE FOR ALL PAYMENTS/FEE'S AND IS LIABLE.

**Absence of Certain Changes or Events.** Since the Balance Sheet Date, in conducting its business and affairs, including but not limited to use and operation of the Company's assets, the Company has not:

- (a) waived or released any rights, whether or not in the ordinary course of business;
- (b) transferred or granted any rights under any concessions, leases, licenses, agreements, patents, inventions, trademarks, trade names, copyrights, or with respect to any know how;
- (c) made or granted any general wage or salary increase or entered into any employment contract with any officer or employee involving an annual basic rate of compensation in excess of \$50,000 or a period of employment of more than thirty days;
- (d) entered into any transaction, contract or commitment other than in the ordinary course of Business;
- (e) made any capital expenditure or entered into any commitment therefore that, individually, exceeds \$10,000;
- (f) suffered any material casualty loss or damage, whether or not such loss or damage will have been covered by insurance;
- (g) suffered any material adverse change in its operations, earnings, assets, liabilities, properties, business or prospects or in its condition, financial or otherwise;

(h) except as set forth in Disclosure Schedule 4.7 declared any dividend or made any payment or other distribution in respect of the Company's capital stock to its Shareholders;

(i) purchased, redeemed, issued, sold or otherwise acquired or disposed of any of its shares of capital stock or any evidence of its indebtedness or any other of its securities or granted any options, warrants or other rights to purchase or convert any obligation into any shares of capital stock or any evidence of indebtedness or other securities of the Company;

(j) made any charitable contribution not in accordance with past practice or entered into any commitment therefore;

(k) lost any supplier or suppliers where such loss or losses, individually or in the aggregate, has or may have an effect that, individually or in the aggregate, is both material and adverse to the financial condition or results of operations of the Company taken as a whole ("Material Adverse Effect");

(l) lost any customer or customers which loss or losses, individually or in the aggregate, has or may have a Material Adverse Effect on the results of operations of the Company; or

(m) Introduced any material change with respect to the operation of its business, including its method of accounting, whether by act or by lapse of time or attention, except as otherwise agreed to in writing by Buyers.

**Tax Matters.** The Company will file 2019/ SIX (6) MONTHS IN 2020 Taxes with the appropriate United States, state and local governmental agencies, all tax returns and reports required to be filed; such returns and reports are accurate and complete; and the Company will pay in full or made adequate provisions for all taxes, interest, penalties, assessments or deficiencies shown to be due on such 2019/ SIX (6) MONTHS IN 2020 tax returns and reports or claimed to be due by any taxing authority or otherwise due and owing. The Company has not executed or filed with the Internal Revenue Service or any other taxing authority, domestic or foreign, any agreement or other document extending, or having the effect of extending, the period for assessment or collection of any taxes. The Company is not a party to any pending action or proceeding, nor, to the knowledge of the Company or the Shareholders, is any action or proceeding threatened, by any governmental authority for assessment or collection of taxes and no claim for assessment or collection of taxes has been asserted against the Company. All filing copies will be forward upon completion to Buyer for records of the Corporation.

**Title to Purchased Shares: Title to Properties: Absence of Liens and Encumbrances: Leases.**

(a) The Shareholders are the owner of all of the Purchased Shares, free and clear of any Liens or other obligations or commitments, and the Purchased Shares have been duly authorized and are fully paid and non assessable. Shareholders have the absolute and unencumbered right to sell, assign, transfer and deliver the Purchased Shares to Buyers, and, at Closing, Buyers will acquire full legal and equitable title to the Purchased Shares, free and clear of all Liens. There are no agreements of any kind relating to the sale or transfer of the Purchased Shares, or any convertible or exchangeable securities or any options, warrants or other rights relating to the Purchased Shares, and there are no voting agreements, voting trusts, buy-sell agreements, options or right of first purchase or refusal agreements or other agreements of any kind relating to the Purchased Shares. Upon delivery of the stock certificates representing said shares together with stock powers

As described in Section 1.2 hereof, Buyers will have good title to the Purchased Shares conveyed to Buyers hereunder, free and clear of any Liens or claims of others.

(b) The Company owns no real property and has good title to all of its personal property and assets, tangible and intangible (including all property reflected in the Financial Statements or in Disclosure Schedule 4.10 hereto), free and clear of all Liens.

**List of Properties, Contracts and Other Data.** Disclosure Schedule 4.10 hereto is a correct and complete list setting forth the following information with respect to the assets of the Company (indicating in each case, where appropriate, whether or not the consent by a third party is required in connection with the sale of the Purchased Shares to Buyers):

(a) all leases and easements of real property to which the Company is a party and belonging to or used in its business, and a brief description of the principal buildings and structures located thereon and the equipment located therein, with the annual rental rate of each lease and easement, the termination date of each lease and easement and the conditions of renewal thereof being given in each case;

(b) all rights, licenses, leases of personal property, permits, franchises, concessions, certificates of public convenience and the like that the Company is a party to and belonging to or used in its business, together with a brief description of the terms thereof;

(c) all existing contracts and commitments belonging to or used in the Company's business (including loan agreements, credit agreements and security agreements) to which the Company is a party or by which the Company or any of its properties or assets is bound, except (i) contracts or commitments involving the payment by or to the Company of less than \$5,000 with respect to any one contract or commitment or \$20,000 with respect to any related group of contracts or commitments, (ii) contracts or commitments terminable by the Company without liability or expense on 30 days' notice or less, and (iii) contracts or commitments for the purchase or sale of merchandise or services entered into in the ordinary course of business, the performance of which by the Company will extend over a period of less than three months and that will not have any Material Adverse Effect on the financial condition or results of operations of the Company;

(d) all collective bargaining agreements, pension plans, employment and consulting agreements, executive compensation plans, bonus plans, incentive compensation plans, deferred compensation agreements, employee pension plans or retirement plans, employee profit sharing plans, employee stock purchase and stock option plans and hospitalization insurance or other plans or arrangements providing for benefits for employees or former employees of the Company;

(e) the name of each bank or other financial institution from which credit commitments to the Company are outstanding; and

(f) the name of each bank in which the Company has an account or safe deposit box and the names of all persons authorized to draw thereon or to have access thereto.

True and complete copies of all documents, including all amendments thereto, referred to in such list have been delivered to Buyers. All documents, rights, obligations and commitments referred to in such list are valid and enforceable in accordance with their terms for the periods stated therein, except as enforceability may be limited by bankruptcy, insolvency or laws affecting creditors rights generally, and there is not under any of them any existing breach, default, event of default or event that with the giving of notice or lapse of time, or both, would constitute a default

By the Company nor has any party thereto given notice of or made a claim with respect to any breach or default. To the best knowledge of the Company and the Shareholders, there are no existing laws, regulations or decrees that adversely affect any of such documents, rights, obligations or commitments. None of the contracts referenced or listed on Disclosure Schedule was obtained or executed based in whole or in part on the fact or representation that the Company is a minority or woman owned or operated business or a small business enterprise as those or similar terms are defined by Federal or state statutes or regulations.

**Litigation.** There are no claims, counterclaims, actions, suits, countersuits, proceedings or investigations pending or, to the best knowledge of the Company and the Shareholders, threatened against or affecting the Company at law or in equity or in admiralty, or before or by any federal, state, municipal or governmental or nongovernmental department, commission, board, bureau, agency or instrumentality, United States or foreign, nor does the Company or Shareholders know of any facts which would provide a basis for any such claim, action, suit, proceeding or investigation.

**Labor Matters.** There are no controversies pending or (to the best knowledge of the Company and the Shareholders) threatened between the Company and any of its employees; the Company has not taken or failed to take any action that would provide a reasonable basis for any such controversy. There are no proceedings now pending or, to the Company's or Shareholders' knowledge or belief, threatened against the Company before the National Labor Relations Board, any state department of labor, any state commission on human rights, the Equal Employment Opportunity Commission or any other local, state or federal agencies having jurisdiction over employee rights with respect to hiring, tenure or conditions of employment, nor have there been any such proceedings since NOVEMBER 21, 2020. The Company has complied in all material respects with respect to all employees, including, without limitation, staff employees and those chargeable to others, with all laws relating to the employment of labor, including any provisions thereof relating to wages, hours, collective bargaining and the payment of social security and similar taxes, and is not liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing. All non exempt employees have been paid appropriate and correct premium wages where applicable. To the best knowledge of the Company and the Shareholders, there are no present employees of the Company who will not be available for employment by Company after the Purchased Shares are conveyed to Buyers on substantially the same terms and conditions as they are employed by the Company on the date hereof and immediately prior to such conveyance. There are no organizational efforts presently being made or (to the best knowledge of the Company and the Shareholders) threatened by or on behalf of any labor union with respect to employees of the Company.

**Assets.** Disclosure Schedule 4.13 contains a list of all assets of the Company that will be donated by Shareholders for their benefit within ten (10) days of closing.

**Insurance.** Disclosure Schedule 4.14 contains a complete and accurate list of all current policies or binders of Insurance (showing as to each policy or binder the carrier, policy number, coverage limits, expiration dates and a general description of the type of coverage provided, including, without limitation, whether coverage is on a claims-made or per occurrence basis) maintained by the Company and relating to its properties, assets and personnel. Except as set forth on Disclosure Schedule 4.14, (a) the Insurance is in full force and effect and sufficient for compliance in all material respects with all requirements of applicable law and of all contracts to which the Company is a party, (b) the Company is not in material default under any of the Insurance, (c) the Company has given any notice and presented any claims under any of the

(b) There are no outstanding notices of violation, orders, claims, citations, complaints, penalty assessments, suits or other proceedings, administrative, civil, criminal, at law or in equity pending against the Company and, to the best knowledge of the Company and the Shareholders, no investigation or review is pending or threatened against the Company by any governmental entity with respect to any alleged violation of any federal, state or local environmental law, regulation, ordinance, standard, permit or order in connection with the conduct of the business of the Company.

(c) The Company is in compliance with all applicable laws, neither the Company, nor any of its officers, employees, agents or independent contractors has arranged, by contract, agreement or otherwise, (i) for the disposal or treatment of, or (ii) with a transporter for the transport or disposal or treatment of, any hazardous substance (as defined by CERCLA, as amended);

**Books and Records.** The books, records and work papers of the Company are complete and correct, have been maintained in accordance with good business practices and accurately reflect the basis for the financial condition and results of operations of the Company set forth in the Financial Statements. The corporate record books of the Company have been duly and properly maintained, are in good order; substantially complete, accurate, and up to date; and set forth all meetings and actions heretofore held and/or taken by the Shareholders and/or directors of the Company.

**Other Information.** None of the information and documents furnished or to be furnished by the Company to Buyers or any of its representatives in connection with the execution, delivery and closing of this Agreement is or will be false or misleading, or contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make the statements therein fair and accurate.

**Product Warranty; Company Liability.** Each product or service manufactured, sold, or delivered by the Company prior to the date hereof has been manufactured, sold, and delivered in conformity with all applicable contractual commitments and, except as expressly limited or excluded in any contract covering such products and services, all express and implied warranties. There exists no Liability (and there is no known basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against the Company or Shareholders giving rise to any Liability) for replacement, repair or re-performance or other damages (other than for warranty claims in the ordinary course of the business of the Company) in connection with any product or service previously provided by the Company. Shareholders has no Liability (and there is no known basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against Shareholders giving rise to any Liability) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product or service previously furnished by the Company. For purposes hereof, "Liability" means any expense, liability or obligation of any kind, character, or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several.

**Condition of Assets "AS-IS".** Except as otherwise set forth in this Section 4, neither Shareholders nor the Company makes any warranty or representation with respect to the condition of the properties or assets. Buyers has been given the opportunity to inspect the properties and assets of the Company described herein and acknowledges that such assets are being accepted "AS-IS," in their current actual condition.

**Brokerage, N/A**

Insurance in a due and timely manner, (d) no notice of cancellation, termination, reduction in coverage or increase in premium (other than reductions in coverage or increases in premiums in the ordinary course) has been received with respect to any of the Insurance, (v) all premiums with respect to any of the Insurance have been timely paid, and (vi) the Company has experienced no claims in excess of current coverage of the Insurance.

**Trade Notes and Accounts Receivable; Trade Notes and Accounts Payable; Inventory.**

(a) All of the accounts receivable of the Company are bona fide receivables, are reflected on the books and records of the Company and arose in the ordinary course of business and will be collected in the ordinary course of business consistent with past collection practices at a face value to be determined by Medicare, Medicaid, and the related insurance companies. No person has any liens on the accounts receivable, there is no right of offset against any of the accounts receivable, and no agreement for deduction or discount has been made with respect to any of the accounts receivable other than ordinary course trade discounts.

(b) The trade notes and accounts payable of the Company reflected on the Financial Statements, or otherwise arising through the Closing Date, (i) arose and will arise from bona fide transactions in the ordinary course of business of the Company and (ii) were paid or are not yet due and payable in accordance with their terms.

**Licenses; Permits; Authorizations.** Disclosure Schedule 4.16 hereto is a schedule of all approvals, authorizations, consents, licenses, orders and permits (except for sales and use tax permits and franchise tax regulations) of all governmental agencies, whether United States, state or local, or foreign, required by the nature of the business conducted by the Company to permit the continued operation of such business in the manner in which it was conducted immediately prior to the date hereof (indicating in each case, where appropriate, whether or not the consent by a third party to the transfer to Buyers is required and the expiration date of any governmental approvals). The Company has all approvals, authorizations, consents, licenses, orders and other permits of all governmental agencies, whether United States, state, local or foreign, required to permit the operation of the Company's business as presently conducted and the Company's business is and has been operated in all material respects in compliance therewith.

**Compliance with Applicable Law.** The conduct of the Company's business does not violate or infringe any domestic or foreign laws, statutes, ordinances or regulations or, any right or patent, trademark, trade name, copyright, know how or other proprietary right of third parties, the enforcement of which would have a Material Adverse Effect.

**Assets Relationship to Business of the Company.** The assets owned or leased by the Company constitute all of the properties and assets used or useful in or necessary to the conduct of the business and affairs of the Company and, as such, constitute all of the properties and assets necessary in order for Buyers to conduct business operations subsequent to the Closing in the manner in which the same are presently conducted by the Company.

**Environmental Matters.**

(a) The Company has been issued and is in compliance with all federal, state and local permits, certificates, licenses, approvals and other authorizations and has filed all notifications, relating to air emissions, effluent discharges and solid and hazardous waste storage, treatment and disposal required in connection with the operation of the business of the Company.

**4.25 Knowledge.** For purposes of this Article IV, all references to "to Shareholder's knowledge," "to Company's knowledge," "to the best of Shareholders' knowledge", "to the best of Company's knowledge" or "to the best of Company's and the Shareholders' knowledge") (and similar phrases) will be deemed to be to the knowledge of either Shareholders or Buyers after due and reasonable inquiry under the circumstances.

## **V. TRANSACTIONS PRIOR TO THE CLOSING DATE**

**Access to Information.** The Company will give to Buyers, its employees, counsel, accountants, engineers and other consultants and representative, full access during normal business hours throughout the period prior to the Closing Date to the assets, books, contracts, commitments and records of the Company for such purposes as Buyers deems appropriate, including, but not limited to, calculating the gross margin realized by the Company on its sale of the its goods and services, and will furnish to Buyers during such period all such information concerning the affairs of the Company as either Buyers or its representatives may reasonably request. Buyers will use its best efforts to cause its representatives to hold in strict confidence all information so obtained from the Company and, if the transactions herein provided for are not consummated as contemplated herein, will return all such data as the Company may reasonably request.

**Conduct of the Company's Business Pending the Closing Date.** The Company hereby agrees, and the Shareholders will cause the Company to, prior to the Closing Date:

(a) operate its business only in the usual, regular and ordinary manner and, to the extent consistent with such operation, use its best efforts to preserve its present business organization and reputation intact, keep available the services of its present officers and employees and preserve its present relationships and good will with persons having business dealings with it;

(b) maintain all of its properties in customary repair, order and condition, reasonable wear and use excepted, and maintain insurance upon all of its properties and with respect to the conduct of its business in such amounts and of such kinds comparable to that in effect on the date hereof; and, in the event of a casualty, loss or damage to any of such properties prior to the Closing Date for which the Company is insured, the Company will, at Buyers' option, either repair or replace such damaged property or transfer the proceeds of such insurance to Buyers in the proportion of the Purchased Shares each of them is to purchase hereunder;

(c) Maintain its books, accounts and records in the usual, regular and ordinary manner, on a basis consistent with prior years; endeavor to materially comply with all laws and contractual obligations applicable to it and to the conduct of its business; and perform all of its obligations without default;

(d) use its best efforts to comply in all material respects with all laws applicable to it and the conduct of its business;

(e) conduct its operations so as to comply in all material respects with all Environmental Laws;

(f) Make no amendment in its Articles of Incorporation or Bylaws; and enter or agree to enter into no merger or consolidation with, or sale of a significant amount of its assets to, any corporation or change the character of its business in any manner;



(g) make no change in the number of shares of its capital stock issued and outstanding; and grant or make no option, warrant or any other right to purchase or to convert any obligation into shares of its capital stock;

(h) purchase or redeem none of such shares and dispose of no evidence of indebtedness or other security of the Company;

(i) make or grant no general wage or salary increase or increase in compensation payable or to become payable to any employee, officer, director or agent; pay or provide for no bonus, stock option, stock purchase, profit sharing, deferred compensation, pension, multi employer pension, retirement or other similar payment or arrangement except in the ordinary course of administering existing plans referred to in Disclosure Schedule 4.10 hereto; pay or provide for no unfunded pensions, not covered by any pension plan, other than the unfunded pensions, if any, referred to in Disclosure Schedule 4.10 hereto and enter into no employment or consulting agreement or sales agency with respect to the performance of personal services that is not terminable without liability by the Company on thirty days notice or less.

(j) make no change in the banking and safe deposit arrangements reflected in Disclosure Schedule 4.10 hereto without prior written notice to Buyers, giving the details of such change; and grant no powers of attorney, except as disclosed in writing to Buyers;

(k) make no renovation of property involving any obligation on the part of the Company in excess of \$10,000 in the aggregate;

(l) make no change in its accounting procedures, except as expressly permitted in writing by Buyers;

(m) enter into no transaction outside of the ordinary course of its business, nor any agreement or understanding with respect to such transaction outside of the ordinary course of its business; and

(n) use its best efforts not to permit any event to occur that would result in any of the Company's or the Shareholders' representations and warranties contained in this Agreement not being true and correct at and as of the time immediately after the occurrence of such transaction or event.

5.3 Consents. The Company and the Shareholders agree that they will use their best efforts to obtain prior to the Closing Date all such consents, assignments, and approvals as may be required in order to enable them to perform their obligations hereunder, including, but not limited to, all consents and approvals required so that the Company may continue to enjoy after the Closing Date all rights and benefits presently enjoyed by it.

## **V. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES: INDEMNIFICATION**

8.1 Events of Default. A breach of any representation or warranty by the Company, the Shareholders or Buyers, or a breach as a result of the failure of the Company, the Shareholders or Buyers to perform any of their agreements, covenants, and obligations under this Agreement, will be considered a default hereunder giving rise to the rights of indemnification set forth in Section 8.3 and Section 8.4 hereof.

Survival of Representations, Etc. All representations, warranties and agreements made by the Company, the Shareholders and Buyers in this Agreement or in any exhibit, certificate, document or instrument delivered pursuant to the provisions hereof or in connection with the

Transactions contemplated hereby, and the remedies of Buyers and the Shareholders with respect thereto, will survive the Closing hereunder for the following periods:

(a) With respect to the representations and warranties of the Company, the Shareholders, and the Buyers as contained in this Agreement and all related documents, except as expressly provided below, any claim arising there under must be brought within a period of eighteen (18) months following the Closing Date.

(b) With respect to the representations and warranties of the Company and the Shareholders as to federal, state and other taxes set forth in Section 4.8, any claim arising there under may be brought at any time, subject to the applicable statute of limitations.

**Indemnification to Buyers.** The Shareholders agrees to indemnify, defend and hold Buyers, its Affiliates, the successors and assigns of Buyers and its Affiliates, and the Shareholders, directors, members, managers, partners, officers, employees, agents, and representatives of any of the foregoing harmless against and in respect of:

(a) any claim, suit, demand, action, cause of action, loss, cost, damage, liability, expense, fine, penalty, or other amount (a "Claim") suffered or incurred by Buyers because of a breach of any agreement, covenant, or obligation of the Company or the Shareholders incurred under this Agreement, or because any representation or warranty of the Company or the Shareholders under this Agreement is false as of the date of this Agreement or the Closing Date.

(b) all reasonable costs and expenses (including, without limitation, accounting and attorneys' fees) incurred by or in connection with any action, suit, proceeding, demand, assessment or judgment incident to any of the matters indemnified against in this Section 9.3.

**Indemnification to the Shareholders.** Buyers agrees to defend, indemnify and hold the Shareholders harmless against and in respect of:

(a) any loss, liability, damage, expense, fine, penalty, or other amount suffered or incurred by the Shareholders because of a breach of any agreement, covenant, or obligation of the Buyers under this Agreement, or because any representation or warranty of the Buyers under this Agreement is false as of the date of this Agreement or the Closing Date; and

(b) all reasonable costs and expenses (including, without limitation, accounting and attorneys' fees) incurred by the Shareholders in connection with any action, suit, proceeding, demand, assessment or judgment incident to any of the matters indemnified against it in this Section 8.4.

## **VI. MISCELLANEOUS**

### **Waivers and Amendment.**

(a) The Company and the Shareholders, on the one hand, or Buyers, on the other hand may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other; (ii) waive any inaccuracies in the representations or warranties of the other contained in this Agreement; (iii) waive compliance with any of the covenants of the other contained in this Agreement; and (iv) waive or modify performance of any of the obligations of the other.

(b) This Agreement may be amended, modified or supplemented only by a written instrument executed by all the parties hereto. Except as provided in the preceding sentence, no action taken

Pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, will be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

**Expenses.** Whether or not the transactions contemplated by this Agreement are consummated, Buyers will pay the fees and expenses of its counsel, accountants, other experts and all other expenses incurred by it incident to the negotiation, preparation, execution and consummation of the transactions contemplated by and of this Agreement, and the Shareholders will pay any and all fees and expenses incurred by the Company or the Shareholders with respect to their counsel, accountants, other advisors or experts and all other expenses incurred by it incident to the negotiation, preparation, execution and consummation of the transactions contemplated by and of this Agreement and the performance by the Company and the Shareholders of their obligations hereunder.

**Occurrences of Conditions Precedent.** Each of the parties hereto agrees to use its best efforts to cause all conditions precedent to its obligations under this Agreement to be satisfied.

**Notices.** All notices, requests, demands and other communications that are required or may be given under this Agreement will be in writing and will be deemed to have been duly given if (a) delivered personally or by electronic mail, (b) two business days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (c) one business day after being sent by a nationally-recognized overnight courier service providing for reasonable means of proof of delivery:

(a) If to the Company and/or the Shareholders, to:

ROBERT A. VESPUCCI

Address: 10236 BOCA ENTRADA BLVD, APT 127  
BOCA RATON, FL 33428

(b) If to the Buyers, to:

CHRISTOHER M. RIZZO

Address: 531 NW AZINE AVE.,  
PORT ST. LUCIE, FL 34983

Or to such other address as any party will have specified by notice in writing to the other parties from time to time. For purposes hereof, "business day" means any day other than a Saturday or Sunday that is not a bank holiday in the State of Florida.

**Integration Clause.** This Agreement (including, without limitation, the Exhibits and Schedules hereto, which are incorporated herein by reference and made a part hereof) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements with respect to the subject matter hereof, whether written or oral, whether express or implied.

**Binding Effect: Benefits.** This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and any permitted assigns. Except as expressly provided for herein, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto, or their successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**Non-assignability.** This Agreement and any rights pursuant hereto will not be assignable by either party without the prior written consent of the other party, which consent may be withheld in such other party's sole discretion. Notwithstanding the foregoing, Buyers may assign its rights hereunder to any of its Affiliates.

**Applicable Law: Choice of Forum.** This Agreement and the legal relations between the parties hereto will be governed by and in accordance with the laws of the State of Florida. Except as otherwise provided in Section 3.3 hereof, the parties hereto hereby submit to the exclusive jurisdiction of the courts of the State of Florida, County of Palm Beach, or the courts of the United States located in the State of Florida in respect of the interpretation and enforcement of the provisions of this Agreement and hereby waive, and agree not to assert, any defense in any action, suit or proceeding for the interpretation or enforcement of this Agreement, that they are not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that this Agreement may not be enforced in or by such courts or that their property is exempt or immune from execution, that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper. Service of process with respect thereto may be made upon any party by mailing a copy thereof by registered or certified mail, postage prepaid, to such party at its address as provided in Section 9.4 hereof.

**Interpretation: Counterparts.** The section and other headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement. As the context requires, all words used herein in the singular will extend to and include the plural, all words used in the plural will extend to and include the singular, and all words used in any gender will extend to and include the other gender or be neutral. "Herein", "hereby", "hereto", and the like will refer to this Agreement as a whole, except where the context otherwise requires. "Including" (and its correlates) where used in this Agreement will be deemed to mean "including, without limitation," whether or not such qualification is expressly stated. All statutes and other laws referred to in this Agreement will be deemed to be referred to as the same may be amended from time to time. The Sections of this Agreement will survive for such period of time as will be required to have their intended effect. This Agreement may be executed in any number of counterparts (including, without limitation, by facsimile or electronic counterparts), each of which will be deemed to be an original and all of which taken together will be deemed to be one and the same instrument.

(Signatures on next page)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the date first above written.

**BUYERS:**

By: CHRISTOPHER RIZZO

Christopher Rizzo individually

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the date first above written.

**SHAREHOLDER:**

By:  \_\_\_\_\_  
ROBERT A. VESPUCCI, Owner

**DISCLOSURE SCHEDULE 4.2**

**Officers and Directors**

ROBERT A. VESPUCCI, PRESIDENT, Shareholder

**DISCLOSURE SCHEDULE 4.7**

**Property Lease**

**DISCLOSURE SCHEDULE 4.10**

**List of Properties, Contracts and Other Data**



**DISCLOSURE SCHEDULE 4.13**

**Asset List**

**DISCLOSURE SCHEDULE 4.14**

**Insurance Information**

**DISCLOSURE SCHEDULE 4.16**

**Licenses and Permits**