

P95000042049

(Requestor's Name)

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(City/State/Zip/Phone #)

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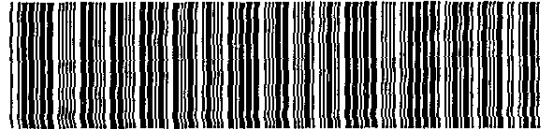
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

T. Smith AUG 18 2005

*Amor*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** C & C Transcription, Inc.

**DOCUMENT NUMBER:** P95000042049

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

Please return all correspondence concerning this matter to the following:

Teresa Renee' Celmer  
(Name of Contact Person)

C & C Transcription, Inc  
(Firm/ Company)

5439 Micco Drive, Suite 101  
(Address)

ORlando, FL 32839-7303  
(City/ State/ and Zip Code)

For further information concerning this matter, please call:

Teresa R. Celmer at (407) 240-3213  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$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  
409 E. Gaines Street  
Tallahassee, FL 32399



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

August 15, 2005

TERESA RENEE' CELMER  
5439 MICCO DR STE 101  
ORLANDO, FL 32839-7303

SUBJECT: C & C TRANSCRIPTION, INC.  
Ref. Number: P95000042049

We have received your document for C & C TRANSCRIPTION, INC. and your check(s) totaling \$52.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6927.

Tracy Smith  
Document Specialist

Letter Number: 005A00052011

Articles of Amendment  
to  
Articles of Incorporation  
of

C & C Transcription, Inc.  
(Name of corporation as currently filed with the Florida Dept. of State)

P 95000042049

(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:

**NEW CORPORATE NAME (if changing):**

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")  
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

**AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE)** Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

please removes Kenneth T. Celmer, II  
as an officer, <sup>president</sup> registered agent, Director  
resident or other. He no longer has any ownership  
in the company.

Please list me: Teresa Renee' Celmer as the  
only officer, President, CEO, Director, registered agent  
I have taken over 100% of liability

(Attach additional pages if necessary)

If an amendment provides for 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)

(continued)

### MARITAL ASSETS/LIABILITIES

9 All personal property, including furniture and home furnishings have been satisfactorily divided by the parties. Each party will keep the personal property currently in their possession as their own. Any personal property acquired from this day forward shall be the property of the person acquiring said property, even if acquired with marital funds.

10 We divide our remaining assets as follows:

#### C & C Transcription, Inc.

11. The parties each own 50% of C&C Transcription, Inc., a Florida corporation. (Hereinafter C&C) Husband will immediately execute a bill of sale, or other instrument, in order to transfer his 50% interest in the corporation to the Wife. Consideration for this transaction includes:

A. The Wife to assume 100% of the debt of the company, which is estimated to be between \$150,000 and \$200,000, some of which may be recoverable from pending insurance claims.

B. If and when Wife sells, dissolves, or transfers any assets of C&C to a third party, she will, within 30 days, remit \$5000.00 To husband as full and final payment of his interest in C&C. There will be NO other compensation ( i.e. Consultant or Independent Contractor compensation).

C. Husband will continue to work for Wife, at her discretion, as a consultant/Independent Contractor of C&C Transcription. Husband will sign any and all contracts, HIPAA agreements as well as confidentiality agreements and any other documents required by C&C Transcription, Inc. Husband will abide by all the same rules and regulations as all other C&C contractors/consultants.

D. If Wife terminates husband as a consultant/independent contractor, Wife will give husband four weeks notice in writing. Husband may continue to work as a consultant/independent contractor at his regular pay rate for the four weeks.

E. If Wife terminates husband without notice, husband will be paid \$2500, minus the automobile and insurance deductions (see ¶9 below), within 14 business days, unless termination is due to violation of husband's agreement with C&C's agreement with him, or a result of a criminal charge.

F. In the event husband terminates his consultant/independent contractor status with C&C, without notice to Wife, the husband shall not be entitled to any compensation. In the event husband terminates his consultant/independent contractor status with C&C with 30 days notice, Wife may immediately advise him that she is electing to pay him \$2500. minus the automobile and insurance deductions (see ¶9 below), in lieu of his continued service to C&C.

12C

The date of each amendment(s) adoption: May 13, 2005

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

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were approved 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.

Signed this 8 day of August, 2005.

Signature Teresa R. Celmer

(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)

Teresa Renee' Celmer

(Typed or printed name of person signing)

President, CEO, Director, registered  
(Title of person signing)  
I am familiar with and accept agent  
the obligation of my position as  
registered agent.

FILING FEE: \$35