

P11000022889

(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

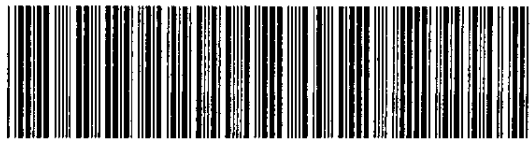
(Business Entity Name)

(Document Number)

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FILED
2011 APR -7 AM 11:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend

TBrown 4-8-11

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Veritas Media Group, Inc.

DOCUMENT NUMBER: P11000022889

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

Please return all correspondence concerning this matter to the following:

Senen Garcia

Name of Contact Person

Law Offices of Senen Garcia, P.A.

Firm/ Company

2665 S. Bayshore Dr., Ste. 220

Address

Coconut Grove, FL 33133

City/ State and Zip Code

senen.garciapa@gmail.com

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

For further information concerning this matter, please call:

Law Offices of Senen Garcia, P.A.

Name of Contact Person

at (305)

606-6139

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

Veritas Media Group Inc

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

P11000022889

(Document Number of Corporation (if known))

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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:

Law Offices of Senen Garcia, P.A.

New Registered Office Address:

2665 S. Bayshore Dr., Ste 220

(Florida street address)

Coconut Grove

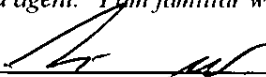
(City)

Florida 33133

(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)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Gregory Dunkley	265 S. FEDERAL HWY Ste. 170 DEERFIELD BEACH, FL 33441	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
CEO	Gregory Dunkley	1941 NE 51 ST Ft. Lauderdale, FL 33308	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

See Attached

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)

The amount of authorized Common Stock Shares shall increase from 100 to 10 million.

The date of each amendment(s) adoption: 03/24/2011
(date of adoption is required)

Effective date if applicable: _____
(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 4-4-11

Signature Gregory Dunkley
(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)

Gregory Dunkley
(Typed or printed name of person signing)

CEO
(Title of person signing)

ARTICLE VIII

Preemptive Rights. The Corporation elects to have Preemptive Rights.

ARTICLE IX

Buy-Sell Agreements. Upon the death of a Stockholder (hereinafter referred to as Decedent), all of the shares of the capital stock of the Corporation owned by shareholder, and to which shareholder or shareholder's estate shall be entitled, shall be sold and purchased as hereinafter provided:

- a. Obligation of the Corporation to Purchase: It shall be for the Corporation to purchase from the Decedent's Personal Representative, and the Decedent's Personal Representative shall be obligated to sell to the Corporation, all of the shares of the capital stock of the Corporation owned by the Decedent and to which the Decedent or his or her Personal Representative shall be entitled, at the price set forth in Article X.
- b. Closing: The closing of such purchase and sale shall take place at the offices of the Corporation, at a date selected by the Corporation upon ten (10) business days notice to the Transferor which date shall be not more than fifteen (15) business days following the date of the qualification of the Personal Representative and not less than thirteen (13) business days following such date.
- c. Insurance: To insure or partially insure its obligation under these Articles of Incorporation to purchase from the estate of a deceased Stockholder the shares owned by him/her prior to his or her death, the Corporation shall have the option to purchase policies of insurance covering the lives of each Stockholder in any amount deemed desirable. In the event any Stockholder ceases to be a Stockholder of the Corporation, the Corporation shall terminate any such insurance on such Stockholder's life and in the event any Stockholder increases his or her holdings of the shares of the Corporation, the Corporation shall procure and maintain, if so desired by it, additional insurance on the life of such Stockholder proportionate to the increase in the holdings of such Stockholder. If the corporation shall receive any proceeds of any policy on the life of the Decedent, such proceeds shall be used by the Corporation to pay the Decedent's Personal Representative to the extent of the purchase price of the Decedent's stock, such payment to be deemed made on account of such purchase price.

- d. Balance of Purchase Price: If the amount of any insurance proceeds is insufficient to pay the purchase price of any Decedent's shares, then the balance of the purchase price remaining after credit for any insurance proceeds shall be payable as follows: fourteen (14)% of the balance due to be paid shall be paid in cash, and the balance shall be represented by a promissory note executed by the purchaser payable in fifteen (15) equal installments, which note shall be secured by the stock of the deceased Stockholder.
- e. "S" Election: If the corporation is an "S" corporation at the time of the transfer and sale of its stock, the transferee and new stockholder shall be required to consent in writing not to revoke such "S" election without the unanimous approval of all other stockholders. Such written consent shall be submitted prior to the delivery of the shares to the transferee.
- f. Rescission/Waived: Only by a unanimous decision by the shareholders may the Buy-Sell provision in these Articles of Incorporation be rescinded and/or waived.

ARTICLE X

Right of First Refusal. Should a shareholder wish to sell his or her shares of stock of the Company, the following shall apply:

- a. Limitation on Transfer. No Shareholder shall transfer his or her shares of Common Stock to any person, firm, or corporation other than an Affiliate, unless the Shareholder desiring to transfer shall first have made an offer to sell as described below and such offer shall not have been accepted by either the existing shareholders or the Company in treasury.
- b. Offer To Sell. The offer to sell shall be given to the Company and to the remaining shareholders and shall consist of a written offer to sell a designated number of the shares of Common Stock (the "Available Shares") owned by the Shareholder desiring to make the transfer (the "Transferor"). The offer to sell may be submitted together with a statement of intention to transfer the Available Shares to a third party including the name and address of the prospective purchaser and the terms and price of such intended transfer. If selling to a third party, the Transferor must have received from the third party a bona fide offer in writing to purchase all the Available Shares and must attach to the offer to sell a true copy of the offer from the third party.

Should Transferor seek to sell shares to the Company and/or shareholders without an interested bona fide third party purchaser and neither the Company

nor the shareholders are interested in purchasing Available Shares, Transferor may seek third party purchasers to purchase Available Shares. However, Transferor must repeat the process of providing Company and shareholders the right of first refusal as set forth in this Article.

- c. Acceptance of Offer to Sell. Within 30 days after receipt of the offer to sell, the Company may, at its option, elect to purchase all, but not less than all, of the Available Shares. If the Company does not elect to purchase the Available Shares, the Shareholders other than the Transferor may, within 60 days after the receipt of the offer to sell, elect to purchase all, but not less than all, of the Available Shares. The Company shall exercise its election to purchase by giving notice to the Transferor and to the other Shareholders. Each other Shareholder shall exercise his or her election to purchase by giving notice to the Transferor and to the Company. If the Shareholders electing to purchase the Available Shares number two or more, each shall be entitled and obligated to purchase that portion of the Available Shares that equals a fraction, the denominator of which shall be the total shares owned by all Shareholders electing to purchase the Available Shares, and the numerator of which shall be the number of shares owned by the individual Shareholder; the total of the fractions must equal the total of the Available Shares. The notice of election to purchase Available Shares shall specify a date for the closing of the purchase that shall not be more than 30 days after the date of giving the notice.
- d. Purchase Price. The purchase price and the terms of purchase of the Available Shares shall be the same price and terms contained in a third party written offer (if available); provided that if the date for closing the purchase price provided in these Articles of Incorporation is longer than that offered by the prospective purchaser, the closing date fixed herein shall control. Should no third party offer exist, the purchase price shall be generated using reasonable standards generally used in the business community at the time of the sale. Notwithstanding anything in a bona fide written offer or in these Articles of Incorporation to the contrary, if the purchase price to the Company (or the Shareholders) for the Available Shares shall equal or exceed \$1/per share, the Company or the Shareholders, as the case may be, shall be entitled to pay for the Available Shares as follows:
 - i. 25% of the purchase price at closing;
 - i. 25% of the purchase price on the first anniversary of the date of closing;

- i. 25% of the purchase price on the second anniversary of the date of closing; and
- i. 25% of the purchase price on the third anniversary of the date of closing

together, in each case, with interest on the unpaid principal balance at the rate that would otherwise be imputed under the Internal Revenue Code of 1986, as then in effect.

- e. Place Of Closing. The closing of the purchase shall take place at the principal office of the Company.
- f. Release From Restriction. If neither the Company nor the remaining Shareholders elect to purchase all of the Available Shares, the Transferor may sell the Available Shares to the prospective purchaser named in the statement attached to the offer to sell (if applicable), such sale to be made only in accordance with the terms stated in the offer to sell and its attachments. If the Transferor fails to make such sale in accordance with each and every term contained in the statement and the attachments, such shares shall remain subject to all the restrictions of these Articles of Incorporation. Furthermore, notwithstanding anything contained in these Articles of Incorporation to the contrary, no such transfer may be closed unless the transferee executes a counterpart of these Articles of Incorporation and agrees to be bound by all the restrictions on the Shareholders in these Articles of Incorporation. Otherwise, the shareholder shall remain as shareholder of the Company.
- g. Document Accompanying Each Share Certificate. Each Certificate representing shares of Common Stock now or hereafter held by the Shareholders shall be document stating the following form:
 - i. "The transfer of the shares represented by the Certificate is restricted under the terms of the Articles of Incorporation, a copy of which is on file and available for inspection at the office of the issuer."
- h. Specific Performance. The parties now declare that it is impossible to measure in money the damages that will accrue to a party to these Articles of Incorporation due to a failure of a Shareholder to perform any of the obligations under these Articles of Incorporation. Therefore, if any party to these Articles of Incorporation shall institute any action or proceeding to specifically enforce any provisions of these Articles of Incorporation, any person, including this Company, against whom such action or proceeding is brought hereby waives a claim or defense that such party has an adequate

remedy at law and shall not urge at such action or proceeding the claim or defense that such a remedy at law exists.

- i. Pledge. No Shareholder shall pledge or encumber shares without the written consent of each other Shareholder.