

L03053

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

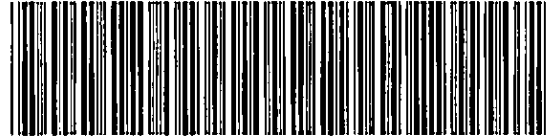
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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2018 DEC -3 P 3:10
TALLAHASSEE, FLORIDA

DEC 12 2018
T. LEMIEUX

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Admiral Marketing Corporation

DOCUMENT NUMBER: S16126

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

Please return all correspondence concerning this matter to the following:

Joanne D. Moser
Name of Contact Person

Firm/ Company

8184 Jamaica Road South
Address

Jacksonville, FL 32216
City/ State and Zip Code

JOJOBABY74TH@GMAIL.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Joanne D. Moser at (904) 725-7021
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 &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input checked="" 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

FILED

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Access Medical Group, Inc.

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

L03053

(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:

N/A

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)

N/A

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

4554 East Hwy 20

Niceville, Florida 32578

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

Jessica Rapa

410 Chimney Rock Circle

(Florida street address)

New Registered Office Address:

Niceville

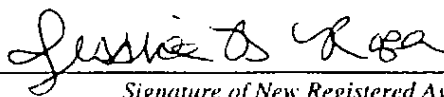
Florida 32578

(City)

(Zip Code)

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

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



Signature of New Registered Agent, if changing

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:

☒ Change PT John Doe

☒ Remove V Mike Jones

☒ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	<u>P</u>	<u>Allan Lee Fedosky</u>	<u>4554 HWY 20 E.</u>
<input type="checkbox"/> Add			<u>Niceville, FL 32578</u>
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	<u>D</u>	<u>Jessica Brooke Rapa</u>	<u>410 Chimney Rock Circle</u>
<input checked="" type="checkbox"/> Add			<u>Niceville, FL 32578</u>
<input type="checkbox"/> Remove			
3) <input type="checkbox"/> Change	<u>D</u>	<u>Joseph Jason Rapa</u>	<u>410 Chimney Rock Circle</u>
<input checked="" type="checkbox"/> Add			<u>Niceville, FL 32578</u>
<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			

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

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

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)

All shares have been sold to Jessica Brooke Rapa and Joseph Jason Rapa, split equally.

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

1 December 2018

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 11/3/18

Signature Jessica B. Rapa

(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)

Jessica B. Rapa

(Typed or printed name of person signing)

Director

(Title of person signing)

STOCK SALE AGREEMENT

This Stock Sale Agreement (the "Agreement") is entered into as of the 1st day of December, 2018 (the "Effective Date"), by and between Allan L. Fedosky, M.D. (hereinafter individually referred to as "Seller") and Jessica B. Rapa, PA-C and Joseph J. Rapa (hereinafter collectively the "Buyers" and individually the "Buyer")

WHEREAS, the Seller currently owns One Hundred Percent (100%) of the outstanding shares of Access Medical Group, Inc., a Florida corporation (the "Corporation"), representing all the issued and outstanding shares of said corporation; and

WHEREAS, the Buyers wish to purchase all said shares of the Corporation;

NOW THEREFORE, in consideration of the mutual covenants and promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Conveyance of Title

As of the Effective Date Seller hereby convey each and every share of the Corporation owned by him to be equally divided among the following buyers:

Jessica B. Rapa, PA-C.	Fifty Percent (50%) of the outstanding shares of the Corporation
Joseph J. Rapa	Fifty Percent (50%) of the outstanding shares of the Corporation.

The sale and transfer of the Transferred Shares is hereby effectuated by the Seller's simultaneous delivery to each of the Buyers a Stock Power, duly endorsed, a copy of which is attached hereto as **Exhibit A** (the "Stock Power").

- A. Shares and Purchased Assets. In exchange for the consideration described in Paragraph 2, Seller hereby conveys to Buyers, free and clear of all liens and encumbrances, all of the Seller's right, title and interest in, to and under all of the operating business assets, properties, interests in properties and rights of the Sellers of every kind and description in the Corporation (other than the Excluded Assets, as defined in subsection B), whether real, personal or mixed, tangible or intangible, and wherever located and used in the operation of the Corporation including, but not limited to: (i) all rights of

Seller to the Corporation; (ii) all rights of Seller to provide services to the existing clients of the Corporation (the "Existing Clients"); (iii) all inventories of supplies and other materials that relate to, or are used or held for use in connection with, the Sellers' business, including all stationary, purchase orders, sale orders, service orders, forms, labels, catalogs, brochures, photographs, and marketing and advertising materials; (iv) all machinery, equipment, furniture, fixtures, leasehold improvements, office equipment, supplies, spare and replacement parts, and other items of tangible personal property (other than the Excluded Assets) (collectively, the "Tangible Personal Property"); (v) all prepaid expenses, advances and deposits (including utility deposits); (vi) all books, records, files, lists and other information (whether in hard copy or machine readable form and whether in original or photostatic form (except in the case of computer software, which must be in original form)), including service records, purchasing and sales records, personnel and payroll records, accounting records, mailing lists, customer and vendor lists, and computer programs, records, files and related software and documentation, subject to the right of the Seller to reasonable (defined as five business days from the date of any Seller request) access for tax and other business purposes; (vii) all right, title, and interest of the Seller in, to and under all of the Seller's contracts with Existing Clients, customers, vendors, suppliers and other parties related to the Companies, including the alarm system contract, office equipment leases, and equipment maintenance agreements (collectively, the "Assigned Contracts") which shall be transferable to the Buyers; (viii) all rights, choses in action and claims, known or unknown, matured or unmatured, accrued or contingent, against third parties (including all warranty and other contractual claims, whether express, implied or otherwise), to the extent relating to any Asset (ix) all rights (including experience ratings) with respect to unemployment, workers' compensation and other similar insurance reserves, to the extent they are transferrable; (x) all federal, state, local and foreign governmental licenses, permits, authorizations and approvals, to the extent they are transferrable; (xi) all of the Seller's intellectual property rights existing as of the Effective Date and all goodwill associated therewith; (xii) all telephone, telex and facsimile numbers, all listings in all telephone books and directories, all websites, all domain names, databases, servers, social media, including Existing Clients, except as noted in Subsection (B), and all email accounts utilized by the Companies; and (xiii) all other assets, properties, interests in properties and rights of any nature whatsoever used in the operation of the Corporation or relating to the Assets, other than the Excluded Assets. The assets, properties, interests in properties and rights

that are to be sold by the Sellers to the Buyers are collectively referred to as the "Purchased Assets". (xv) All membership units of the PLC to be included in the Purchase Price described in paragraph 2.

- B. Excluded Assets. The following assets, properties, interests in properties and rights expressly are excluded from the Purchased Assets: (i) the purchase price (as defined in Paragraph 2) (ii) personal furniture, artwork, and furnishings of the Seller; (iii) Seller's share of Corporation profits accrued as of December 1, 2018, and (iv) any and all compensation due to the Seller for services performed on or before December 1, 2018. The assets, properties, interests in properties and rights of the Sellers expressly excluded from the Purchased Assets pursuant to this Paragraph 3 collectively are referred to as the "Excluded Assets."
- C. Assumed Liabilities. As of the Effective Date, the Buyers assume the following, and only the following, liabilities of the Corporation: (i) all liabilities accruing on or after the Effective Date under the Assigned Contracts in accordance with their respective terms and (ii) all liabilities relating to or arising out of the operation of the Purchased Assets after the Effective Date or out of the conduct of the Corporation on or after the Effective Date; and (iii) all liabilities with respect to the management of any existing contracts and agreements related to the Corporation or its employees, and (ix) all liabilities pertaining to the employment of employees and independent contractors of the Corporation other than the payment of wages prior to the Effective Date.
- D. Excluded Liabilities. The Buyers and Sellers agree that there are no known liabilities of the Corporation except for the Assumed Liabilities, and this Agreement is made without further representation or warranty. However, to protect all parties from unforeseen matters, the Buyer agrees to carry insurance as described in Section III.D. to protect the Corporation. The Seller acknowledges and agrees that it will pay, discharge, and satisfy all of the Excluded Liabilities promptly when as the same become legally due and payable if it is determined that any such liabilities are determined not to be covered by insurance under Section III.D.

II. Consideration

- A. In consideration of the conveyance made in Section I, the Buyers shall collectively pay to the Seller the sum of One Thousand dollars (\$1,000.00), subject to the following adjustments:

III. Special Terms.

The Purchase shall be governed by the following terms:

- A. The purchase includes all contracts, furniture, fixtures, and equipment not excluded in Section I.B., including any software licenses or intellectual property created prior to or on the closing date.
- B. Buyers agree that the obligations assumed hereunder are jointly and severally held by each of the Buyers.
- C. Notwithstanding any provision to the contrary, Seller's share of all net income, accrued by the Seller through the date of closing, and any amounts in arrears, minus a 5% collection fee, shall be paid to Seller no later than 90 days after the date of closing as a final distribution and completion of all aspects of this Transaction.
- D. Buyers shall retain in place all existing insurance policies, including Seller as a named insured, including, but not limited to, Employment Practices, Travel & Accidental Death, General Liability, D&O, Professional Liability (including Errors and Omissions) and Worker's Compensation) existing as of the Closing Date, with retroactive coverage to the date on which each policy initially was secured. The coverage of such policies may not be reduced, and copies of such policies shall be copied and produced to Seller, annually at time of renewal payment with proof of delivery. Said policy shall transfer with sale, lease, assignment or any such transition of company in the future, to name the aforementioned, with full coverage, not to be less value and coverage as currently insured. The Buyers and Seller shall work cooperatively to defend, to the extent possible, against any such claims made against the Company.
- E. Seller shall remain the supervising physician for Buyers in accordance with Florida Statute 458.347 for the lesser of one year or until agreed upon by the parties.

IV. Confidentiality

Without each party's prior written consent, neither party may in any manner disclose, advertise, or publish in any manner whatsoever the existence, terms of, transactions or information obtained under this Agreement. Breach of this provision shall enable the non-breaching party to void this Agreement and subject the breaching party to all costs and damages suffered as a result of said breach.

V. Survival of Obligations

Any provision of this Agreement which requires or reasonably contemplates the performance or existence of obligations by either party after the termination of the Agreement shall survive such termination period.

VI. Assignment and Delegation

No right or interest in this Agreement shall be assigned by either party without the prior written consent of the other. Any attempted assignment or delegation in contravention of this section shall be void and ineffective. The breaching party shall indemnify the non-breaching party for any and all costs and damages that may accrue as a result of a breach of this section.

VII. Section Headings

The headings of the several sections are inserted for convenience and reference only and are not intended to be part of, or to effect the meaning or interpretation of this Agreement.

VIII. Applicable Law

The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the laws of the State of Florida. All disputes shall be adjudicated through binding arbitration governed by the American Health Lawyers Association ("AHLA"), or, if AHLA arbitration is not available, similar professional arbitration association agreed to by the parties.

IX. Non-Waiver

No course of dealing or failure of either party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

X. Severability

If any of the provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each party shall be construed and enforced accordingly.

XI. Entire Agreement

This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement and shall not be altered, varied, revised or amended except in writing signed by both parties. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon both parties, their employees, agents and subcontractors.

XII. Fair Market Value

The parties to this Agreement recognize and acknowledge that the purchase price of the Units is consistent with the fair market value of said Units and is the result of good faith, arms-length negotiation by the parties. Said price is in no way contingent upon any service that Seller or any affiliated party has provided or may provide to Buyers or the Corporation in the future.

XIII. Notices

Any notice required by this Agreement shall be sent via overnight delivery, hand delivery, or messenger, with receipts required. Unless otherwise agreed to in writing by the parties, notices shall be sent to the following addresses;

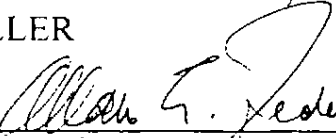
Buyers: 4554 East Highway 20
Niceville, FL 32578

Seller: P.O. Box 5004
Niceville, FL 32578-5004

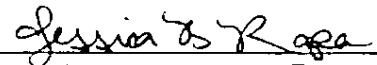
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written

(signature page follows)

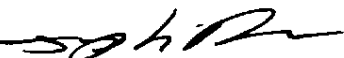
ALLAN L. FEDOSKY, M.D.
SELLER

By:  /
Name: ALLAN L. FEDOSKY MD /
Date: 9/14/18 /

JESSICA B. RAPA, PA-C
BUYER

By:  /
Name: Jessica B. Rapa /
Date: 9/14/18 /

JOSEPH J. RAPA
BUYER

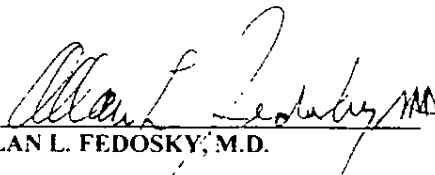
By:  /
Name: Joseph Rapa /
Date: 9/14/18 /

STOCK POWER

FOR VALUE RECEIVED, the undersigned, **ALLAN L. FEDOSKY M.D.** ("Pledgor"), does hereby sell, assign and transfer to **JESSICA B. RAPA, PA-C.** ("Pledgee") Fifty Percent (50%) of the outstanding shares of ACCESS MEDICAL GROUP, INC. To effectuate the foregoing, I do hereby irrevocably constitute and appoint the Secretary of the Corporation or his/her designee as attorney-in-fact to transfer the Units on the books of the Corporation.

This Stock Power is delivered by Pledgor to Pledgee in connection with and is governed by that certain Stock Sale Agreement between Pledgor and Pledgee dated as of the date of this Stock Power (the "Stock Sale Agreement").

Dated: December 1, 2018

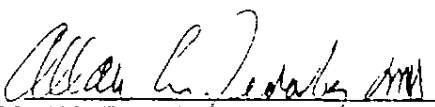

ALLAN L. FEDOSKY, M.D.

STOCK POWER

FOR VALUE RECEIVED, the undersigned, **ALLAN L. FEDOSKY M.D.** ("Pledgor"), does hereby sell, assign and transfer to **JOSEPH J. RAPA.** ("Pledgee") Fifty Percent (50%) of the outstanding shares of ACCESS MEDICAL GROUP, INC. To effectuate the foregoing, I do hereby irrevocably constitute and appoint the Secretary of the Corporation or his/her designee as attorney-in-fact to transfer the Units on the books of the Corporation.

This Stock Power is delivered by Pledgor to Pledgee in connection with and is governed by that certain Stock Sale Agreement between Pledgor and Pledgee dated as of the date of this Stock Power (the "Stock Sale Agreement").

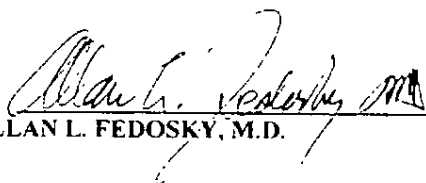
Dated: December 1, 2018


ALLAN L. FEDOSKY, M.D.

CORPORATE RESIGNATION

AS OF THIS DATE, the undersigned ALLAN L. FEDOSKY, M.D. does hereby resign as an officer, director, and Shareholder of Access Medical Group, Inc..

Dated: December 1, 2018


ALLAN L. FEDOSKY, M.D.