

L 91894

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

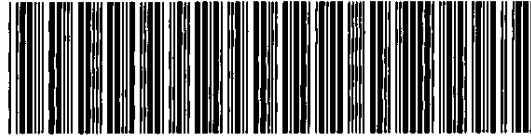
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer:

Office Use Only



000210104830

08/02/11--01006--003 \*\*35.00

RECEIVED  
11 AUG - 2 AM 9:52  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED  
11 AUG - 2 AM 10:22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Amend. & Rest.*  
C.COULLIETTE

AUG 02 2011

EXAMINER

GRAY, ROBINSON  
ATTORNEYS AT LAW

301 SOUTH BRONOUGH STREET  
SUITE 600  
TALLAHASSEE, FL 32301  
TEL 850-577-9090  
FAX 850-577-3311  
gray-robinson.com

FORT LAUDERDALE  
JACKSONVILLE  
KEY WEST  
LAKELAND  
MELBOURNE  
MIAMI  
NAPLES  
ORLANDO  
TALLAHASSEE  
TAMPA

August 2, 2011

E-MAIL ADDRESS  
[mwilkinson@gray-robinson.com](mailto:mwilkinson@gray-robinson.com)

**VIA HAND DELIVERY**

Division of Corporations  
Department of State  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

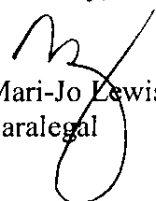
Re: Amended and Restated Articles of Incorporation  
Of BKHM, P.A.  
Our File No. 175150-7

Dear Madam or Sir:

Enclosed are **Amended and Restated Articles of Incorporation of BKHM, P.A.**  
**PLEASE FILE THESE ARTICLES.** This firm's check in the amount of \$35.00 is enclosed.  
Upon receipt of this request, please date-stamp the copy of the Amended Articles attached, and  
call me at 577-9090 x2832 when confirmation of filing is ready to be picked up.

Thank you for your assistance in this matter.

Sincerely,

  
Mari-Jo Lewis-Wilkinson  
Paralegal

Enclosures

\\175150\\7 - # 4191245 v1

FILED--

11 AUG -2 AM 10:22

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**FIRST AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BKHM, P.A.**

BKHM, P.A. a Florida professional association (the "Corporation"), filed its original Articles of Incorporation with the Florida Department of State on or about August 3, 1990 (with such Articles of Incorporation, as amended from time to time prior to the date hereof, referred to herein as the "Original Articles"). These First Amended and Restated Articles of Incorporation (the "Articles") and the amendments to the Original Articles as contained herein were duly and unanimously adopted, effective July 28, 2011, by this Corporation's Board of Directors and shareholders (thereby being a sufficient number of votes for approval) in accordance with Sections 607.1006 and 607.1007 of the Florida Business Corporation Act. In furtherance thereof, the Original Articles are hereby amended and restated in their entirety, as follows:

**ARTICLE I**

Name

The name of this Corporation is BKHM, P.A.

**ARTICLE II**

Registered Office and Agent

The street address of the registered office of the Corporation in the State of Florida is 1015 Almond Tree Circle, Orlando, Florida 32835. The name of the registered agent of the Corporation at that address is Kurt R. Kuehnhackl.

**ARTICLE III**

Principal Office Address/Mailing Address

The principal office and mailing address of the Corporation is 1560 Orange Avenue, Suite 600, Winter Park, Florida 32789.

**ARTICLE IV**

Duration

This Corporation shall exist perpetually.

**ARTICLE V**

Purpose

This Corporation is organized pursuant to the Florida Business Corporation Act (Chapter 607, *Florida Statutes*) and the Professional Service Corporation and Limited Liability Company Act (Chapter 621, *Florida Statutes*) as a "professional corporation" for the purpose of rendering certified public accounting services. The nature of the business of this Corporation shall be to

render public accounting professional services and, in connection therewith, to perform any and all acts and provide any and all services which are permitted under applicable laws, rules and regulations to be performed and provided by certified public accountants licensed by the State of Florida (the "Applicable Law"). It is also intended that, subject to any limitations imposed by Applicable Law, this Corporation may invest in real estate, mortgages, stocks, bonds, and/or any other type of investment, and may own, mortgage, pledge, sell, assign, transfer, or otherwise dispose of, products, goods, wares, merchandise, real and personal property and services of any and every kind, class, and/or description as may be necessary for the rendering of such professional services. It is further intended that this Corporation may do anything necessary and proper for the accomplishment or furtherance of any of the purposes or objects of this professional corporation enumerated in these Articles, or any amendment thereof, necessary or incidental to the protection and benefit of this professional corporation; and in general, either alone or in association with other corporations, firms or individuals, to carry on any lawful pursuit necessary or incidental to the accomplishment or furtherance of such purposes or objects of this professional corporation.

## **ARTICLE VI**

### **Capital Stock**

The maximum number of shares of capital stock which this Corporation shall have authority to issue is Sixty Thousand (60,000), consisting of Fifty Thousand (50,000) shares of Common Stock, \$.01 par value (the "Common Stock"), and Ten Thousand (10,000) shares of Series A Non-Voting Convertible Preferred Stock, with a par value of \$.01 per share (the "Series A Preferred Stock").

**SECTION 1. Common Stock.** The qualifications, limitations, restrictions and the special or relative rights granted to and imposed upon the Common Stock now or hereafter outstanding and the holders thereof are as follows:

(a) **General Terms.** The term "Common Share" shall refer to a share of Common Stock. The Common Stock shall be subject to the express terms of the Series A Preferred Stock. Each Common Share shall be equal in all respects to every other Common Share. The term "Common Shareholder" shall refer to any holder of Common Shares, whether now or in the future, together with their successors and assigns.

(b) **Dividends.** The Common Shareholders shall be entitled to receive such dividends (payable in cash, stock or otherwise) as may be declared on the Common Stock by the Board of Directors at any time or from time to time out of any funds legally available therefor.

(c) **Liquidation Rights.** In the event of any voluntary or involuntary liquidation, distribution or winding up of the Corporation, after distribution in full of the preferential and/or other amounts to be distributed to the holders of shares of the Series A Preferred Stock, if any, the Common Shareholders shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its shareholders, ratably in proportion to the number of Common Shares held by them.

(d) Voting. Except solely as expressly provided by law, the Common Shareholders shall, through their ownership of shares of the Common Stock, have exclusive voting rights and powers with respect to all matters presented to the Corporation's shareholders, including the exclusive right to notice of shareholders' meetings. Each issued Common Share shall entitle the holder thereof to one (1) vote upon all matters upon which the Common Shareholders have the right to vote. The Common Shareholders shall vote together as one class on all matters submitted to a vote of the shareholders of the Corporation.

(e) No Preemptive Rights. Common Shares authorized hereby shall not be subject to preemptive rights. The Corporation's shareholders shall have no preemptive right to purchase or have offered to them for purchase any of such authorized but unissued shares, or other equity securities issued or to be issued by the Corporation.

**SECTION 2. Series A Preferred Stock**. The preferences, qualifications, limitations, restrictions and the special or relative rights granted to and imposed upon the Series A Preferred Stock now or hereafter outstanding and the holders thereof are as follows:

(a) General Terms. The term "Preferred Share" shall refer to a share of Series A Preferred Stock. Each Preferred Share shall be equal in all respects to every other Preferred Share. The term "Preferred Shareholder" shall refer to any holder of Preferred Shares, whether now or in the future, together with their successors and assigns. The term "Stated Value" shall mean, with respect to a single Preferred Share, the sum of One Hundred Dollars (\$100.00), and with respect to more than one (1) Preferred Share, the product of the number of such Preferred Shares multiplied by One Hundred Dollars (\$100.00). The Stated Value of a particular issuance of Preferred Shares shall be set forth on the face of the relevant stock certificates evidencing the issuance and ownership thereof.

(b) No Dividends. Except for distributions constituting the payment of the Liquidation Preference described in paragraph (c), below, the Preferred Shareholders shall not be entitled to receive any dividends or other distributions on account of or with respect to any Preferred Shares.

(c) Liquidation Preference.

(i) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, or other event defined herein to constitute a Liquidation (a "Liquidation"), the Preferred Shareholders shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the Common Shareholders by reason of their ownership of Common Shares, an amount per Preferred Share equal to the Stated Value thereof (the "Liquidation Preference"), payable in cash, property (including securities), or any combination thereof, as determined by the Board of Directors in its sole determination. Immediately upon payment of the Liquidation Preference with respect to any Preferred Shares, such shares shall be canceled by the Corporation. In the event Preferred Shares are converted into Common Shares pursuant to paragraph (f) below prior to any Liquidation, no Liquidation Preference shall thereafter be due or payable with respect to such shares.

(ii) If the assets of the Corporation legally available for distribution to the shareholders (the "Assets") are insufficient to permit the payment of the full Liquidation Preference payable with respect to all of the then issued and outstanding Preferred Shares, such Assets shall be distributed ratably to and among the Preferred Shareholders in proportion to their relative shares of the issued and outstanding Preferred Shares.

(iii) The fair value of any securities or property other than cash to be distributed as part of the Assets being distributed in satisfaction of the Liquidation Preference shall be determined solely by the Board of Directors, in its good faith discretion.

(iv) The following events shall also constitute a Liquidation hereunder: (1) a consolidation, merger or other corporate reorganization in which the Corporation is not the surviving entity (unless one or more of the Common Shareholders of record immediately prior to such transaction hold more than 50% of the voting power of the surviving entity), or (2) a sale of all or substantially all of the assets of the Corporation (unless one or more of the Common Shareholders of record immediately prior to such transaction hold more than 50% of the voting power of the purchasing entity).

(v) In connection with (and as a condition of) the payment of any Liquidation Preference with regard to any Preferred Shares, such Preferred Shareholder shall surrender to the Corporation for cancellation the certificate or certificates representing such Preferred Shares, duly endorsed, by delivery to the Corporation's President or Secretary at the principal office of the Corporation, or to such transfer agent as such officer may designate. The Corporation shall not be obligated to remit the Liquidation Preference with respect to any Preferred Shares unless the certificates evidencing such Preferred Shares are either delivered to the Corporation or its transfer agent as provided above, or the holder of such Preferred Shares notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed, and executes an instrument, satisfactory to the Corporation, agreeing, among other things, to indemnify the Corporation from any loss incurred by the Corporation in connection with such lost or missing certificates. The Corporation shall, as soon as practicable after such delivery of the requisite certificates (or such instrument of lost certificates, as appropriate), remit and pay to such Preferred Shareholder, the Liquidation Preference attributable to such Preferred Shares. Upon or concurrent with such remittance, the certificates evidencing such Preferred Shares shall be canceled by the Corporation.

(d) No Voting Rights. Except solely as expressly required by applicable law, the Preferred Shareholders, in their capacity as such, shall have no voting rights whatsoever with respect to any matter, act or concern involving or relating to the Corporation or its capital stock, and the Series A Preferred Stock shall constitute, in all respects and to the fullest extent permitted by applicable law, non-voting capital stock of the Corporation, it being understood that any and all voting rights of the Corporation's shareholders shall be vested exclusively in the Common Shareholders, with respect to the Common Shares.

(e) Repurchases of Shares. The Preferred Shareholders shall have no priority or preference with respect to distributions or other payments made by the Corporation in connection

with the repurchase of any shares of the Corporation's capital stock issued to and held by employees, officers, or consultants of the Corporation upon termination of such holder's status as an employee or service provider (whether by death, retirement or any other reason), or upon the involuntary transfer of their shares, if such repurchase is pursuant to a plan of repurchase or an agreement approved by the Corporation's Board of Directors that provides for the right of said repurchase between the Corporation and such person, including, without limitation, the redemption provisions contained in these Articles.

(f) Conversion. Preferred Shares are convertible into Common Shares only in the manner and to the extent set forth in this paragraph (f).

(i) No conversion of Preferred Shares into Common Shares shall or may occur unless and until such conversion has been authorized and approved in writing by the Corporation's Board of Directors, acting in its sole and absolute discretion. The effective time or times of any conversion of Preferred Shares into Common Shares will be at such time or times as shall be specified in writing by the Corporation's Board of Directors, acting in its sole and absolute discretion; provided, that the Corporation's Board of Directors shall have the right, exercisable in its sole and absolute discretion at any time or from time to time, to grant a Preferred Shareholder the option (the "Conversion Option"), exercisable at any time thereafter in such Preferred Shareholder's discretion subject to such Preferred Shareholder satisfying any exercise conditions as may be established by the Corporation's Board of Directors in connection with such grant, to cause the Corporation to effect the conversion of a specified number of Preferred Shares into the requisite number of Common Shares (as determined in accordance with the following provisions of this paragraph (f)); provided, however, that the grant of any Conversion Option shall be subject, in any and all events, to the preemptive right of the Corporation's Board of Directors, to cause the conversion of such Preferred Shares to occur and become effective at any earlier time or times of its choosing. In the event the Corporation's Board of Directors elects to accelerate or otherwise instigate the conversion of any Preferred Shares into Common Shares, such conversion shall occur and become effective at such time or times as the Corporation's Board of Directors shall so specify in writing. No Preferred Shareholder shall have the right to cause the conversion of Preferred Shares into Common Shares unless and until such Preferred Shareholder is granted a Conversion Option, and then, such conversion right shall be exercisable only in accordance with the terms thereof (and subject in all events to the Corporation's preemptive right to accelerate such conversion). Each Preferred Share having the right to be converted in accordance with the foregoing terms shall, effective as of the Conversion Date, be converted into that number of Common Shares (or that fraction of a single Common Share, if appropriate) as shall equal the quotient of the Conversion Value (as defined below) divided by the Stated Value of such Preferred Share. For this purpose:

(1) The term "Issuance Date" shall mean, with respect to such Preferred Share, the date on which such Preferred Share was originally issued to the holder thereof.

(2) The term "Conversion Date" shall mean, with respect to such Preferred Share, the effective date, as determined by the Corporation's Board of Directors (acting in its sole discretion), or if applicable, as determined by the holder thereof

pursuant to his or her exercise of the Conversion Option, on which such Preferred Share is to be converted into one or more Common Shares.

(3) The term "Fair Value of the Corporation" shall mean, with respect to the conversion into Common Shares of such Preferred Share, the aggregate fair value of all of the issued and outstanding Common Shares effective as of the Issuance Date of such Preferred Share, as determined by the Corporation's Board of Directors in connection with such issuance, using any reasonable method or methods as it may then deem appropriate, in its good faith discretion. For the avoidance of doubt, it is expressly acknowledged and confirmed that the Corporation's Board of Directors is not and shall not be required or obligated, for this purpose, to obtain an appraisal or other determination of a third party in order for it to make its own determination of such fair value.

(4) The term "Conversion Value" shall mean, with respect to the conversion into Common Shares of such Preferred Share, an amount equal to the quotient of the Fair Value of the Corporation divided by the number of Common Shares issued and outstanding effective as of the Conversion Date (immediately prior to the conversion into Common Stock of such Preferred Share).

(ii) The Corporation's Board of Directors may take into consideration any factors which it deems appropriate, in its sole discretion, in determining if, when, and to what extent the Preferred Shares of a particular Preferred Shareholder are to be converted into Common Shares pursuant to the foregoing methodology.

(iii) Unless the Corporation's Board of Directors elects otherwise, no fractional Common Shares shall be issued upon conversion of Preferred Shares. In lieu of any fractional shares to which the holder thereof would otherwise be entitled, the Corporation shall pay such Preferred Shareholder the cash equivalent of such fractional share, as determined by the Corporation's Board of Directors (based on the corresponding Conversion Value). Before any Preferred Shareholder shall be entitled to convert his or her Preferred Shares into full Common Shares and to receive one or more certificates representing same, such Preferred Shareholder promptly and faithfully comply with the certificate delivery requirements set forth in paragraph (c)(v). The failure of a Preferred Shareholder to so comply shall entitle the Corporation, in the sole and absolute discretion of the Corporation's Board of Directors, to cancel the Preferred Shares of such noncompliant Preferred Shareholder.

(g) No Right of Preferred Shareholders to Demand Redemption. The Preferred Shareholders shall not, at any time, have any right to demand or require the Corporation to redeem any Preferred Shares.

(h) Corporation's Right to Redeem Preferred Shares. The Corporation shall have the right to redeem or otherwise acquire for value any or all of the Preferred Shares in accordance with the terms of this paragraph (h).



(i) With respect to a particular Preferred Shareholder, the Corporation shall have the right, but not the obligation, exercisable upon approval by the Corporation's Board of Directors, to redeem and repurchase all of such Preferred Shareholder's Preferred Shares at any time after the occurrence of any of the following events (each, a "Redemption Event"): (1) the termination of such Preferred Shareholder's employment with the Corporation for any reason, whether voluntarily or involuntarily; (2) the termination for any reason of such Preferred Shareholder's licensure to provide professional services as a certified public accountant in the State of Florida; or (3) the involuntary transfer or the transfer by operation of law of all or any portion of such Preferred Shareholder's Preferred Shares for any reason, including, without limitation, in connection with (A) a property division in conjunction with a proceeding for dissolution of marriage, (B) a sale upon execution or in foreclosure of any pledge, encumbrance, hypothecation, lien or charge, (C) an acquisition of an interest therein by a trustee or receiver in bankruptcy, or (D) the death of such Preferred Shareholder.

(ii) The Corporation shall effect such a redemption by delivery of written notice to such Preferred Shareholder, whereupon the Corporation shall purchase and redeem from such Preferred Shareholder (or his or her assignee), and such Preferred Shareholder (or his or her assignee) shall sell and convey to the Corporation, on or effective as of such date as shall be specified in writing by the Corporation (the "Closing Date"), all of such Preferred Shares for a purchase price equal to the aggregate Redemption Price (as defined below) of each Preferred Share.

(iii) The term "Redemption Price" shall mean such Preferred Share's Stated Value; provided, however, in the event such Preferred Share is being redeemed as the result of the occurrence of a Cause Event (as defined below), then the term "Redemption Price" shall instead mean the product of such Preferred Share's Stated Value multiplied by the applicable Discount Percent (as defined below). For purposes hereof, the term "Cause Event" shall mean any of the following specific Redemption Events: (1) the termination of such Preferred Shareholder's employment with the Corporation, in the determination of the Corporation's Board of Directors, in its sole discretion, as a result or consequence of such Preferred Shareholder: (A) being convicted of, pleading guilty to, or pleading *nolo contendere* to a felony or other crime involving moral turpitude; (B) the loss or suspension, as a result of disciplinary action, of such Preferred Shareholder's license to render professional services as a certified public accountant in the State of Florida; (C) breaching any material provision of his or her Employment Agreement with the Corporation; or (D) violating any written policy or procedure of the Corporation in any material way, including, without limitation, through the conduct of any immoral or otherwise inappropriate act or conduct involving the Corporation, its employees or its clients, or other malfeasance, including his or her abuse or illegal use of drugs or alcohol, whether on or off the job, or (2) the involuntary transfer or transfer by operation of law of all or any portion of such Preferred Shareholder's Preferred Shares in connection with a sale upon execution or in foreclosure of any pledge, encumbrance, hypothecation, lien or charge, or an acquisition of an interest therein by a trustee or receiver in bankruptcy. For purposes of the foregoing, the "Applicable Percentage" for a Cause Event described in either of clause (1)(A) or clause (1)(B) above is ten percent (10%), and the "Applicable Percentage" for any other Cause Event (i.e., a Cause Event described in any of clause (1)(C), clause (1)(D) or clause (2) above) is fifty percent (50%).

(iv) In connection with (and as a condition of) the payment of any Redemption Price with regard to any Preferred Shares, such Preferred Shareholder or his or her assignee shall surrender to the Corporation, for cancellation by the Corporation effective as of the Closing Date, the certificate or certificates representing such Preferred Shares, duly endorsed, by delivery, on or before the Closing Date, to the Corporation's President or Secretary or to such transfer agent as such officer may designate. In such event, the Preferred Shareholder shall deliver good and valid title to such Preferred Shares, free and clear of any all liens, claims or other encumbrances, and such Preferred Shareholder shall concurrently provide the Corporation, in writing, with corresponding representations and warranties in this regard. The Corporation shall not be obligated to remit the Redemption Price for any Preferred Shares unless the certificates evidencing such Preferred Shares (and such corresponding written representations and warranties) are either delivered to the Corporation or its transfer agent as provided above, or the holder of such Preferred Shares notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed, and executes an instrument, satisfactory to the Corporation, agreeing, among other things, to indemnify the Corporation from any loss incurred by the Corporation in connection with such lost or missing certificates. Subject to the Preferred Shareholder satisfying the foregoing delivery requirements, the Corporation shall remit payment of the aggregate Redemption Price to such Preferred Shareholder on that date that is ninety (90) days from the Closing Date; provided, that if the Corporation's Board of Directors determines in its good faith discretion that paying the Redemption Price in full on the Closing Date will cause the Corporation financial hardship, the Corporation shall have the right to pay the Redemption Price in installments, over a period of time not to exceed five (5) years, and with any such deferred amounts to bear interest at the prime rate in effect at the Closing Date; provided, further, in the event the Corporation financed such Preferred Shareholder's acquisition of such Preferred Shares, such aggregate Redemption Price shall instead be paid by the Corporation in equal monthly installments thereof over the same period of time as shall correspond to the period of time provided by the Corporation to such Preferred Shareholder for the payment of his or her original acquisition price (plus interest at the same rate as shall correspond to the rate of interest charged to such Preferred Shareholder in connection with his or her acquisition of such Preferred Shares). The Corporation shall have the right, exercisable in its sole and absolute discretion, to accelerate the payment of all or any portion the aggregate Redemption Price for any Preferred Shares. Regardless of the timing of payment of the aggregate Redemption Price, the certificates evidencing such redeemed Preferred Shares shall be canceled by the Corporation on or effective as of the Closing Date.

(i) Restrictions on Transfers of Preferred Shares. Except as expressly provided herein, a Preferred Shareholder shall not sell, transfer, exchange, convey, deliver, assign, dispose, gift, pledge or encumber any Preferred Shares, whether voluntarily, involuntarily or by operation of law, without first obtaining the written consent of the Corporation's Board of Directors, which may be given or withheld in its sole discretion.

(j) Drag Along Right. If the Common Shareholders desire to sell, exchange or otherwise dispose of all, but not less than all, of their Common Shares pursuant to a bona fide offer from a party that is not related to any Common Shareholder, and in the further event that the Corporation's Board of Directors elects to cause some or all of the Preferred Shares to be

converted into Common Shares pursuant to these Articles, the holders of such converted shares, as a condition of such conversion shall, upon written direction from the Corporation (a "Drag Along Notice"), and concurrent with such sale, transfer, exchange or other disposition by the Common Shareholders, join and participate in such sale, transfer, exchange or disposition with respect to all of such converted shares under comparable economic terms (on a per share basis) as shall be received by the Common Shareholders for their Common Shares pursuant to the bona fide offer. Upon receiving the Drag Along Notice, each such recipient shall expediently take all actions and execute all documents and instruments as shall be reasonably requested by the Common Shareholders, the Corporation and/or the acquiring party in order to timely consummate any such sale, transfer, exchange or disposition. At the closing of any such transaction, each such participant shall deliver and convey good and valid title to his or her shares of the Corporation's capital stock free and clear of any and all liens, claims, restrictions, or other encumbrances, and shall further provide to the acquiring party customary representations and warranties to such effect.

(k) No Preemptive Rights. Preferred Shares authorized hereby shall not be subject to preemptive rights. The Corporation's shareholders shall have no preemptive right to purchase or have offered to them for purchase any of such authorized but unissued shares, or other equity securities issued or to be issued by the Corporation.

## **ARTICLE VII**

### **Board of Directors**

Effective as of the date hereof, this Corporation has two (2) directors. The number of directors may be either increased or diminished from time to time in accordance with the Corporation's Bylaws, but shall never be less than one.

## **ARTICLE VIII**

### **Shareholders; Redemption of Shares**

**SECTION 1. Qualified Shareholders.** Shares of this Corporation's capital stock shall only be issued to and held by individuals who are: (i) duly licensed to render professional services as a certified public accountant in the State of Florida, and (ii) employed by this Corporation. No capital stock of this Corporation may be issued to or retained by any person unless such individual is duly licensed by the State of Florida as a certified public accountant, is employed by this Corporation, and is otherwise eligible to be a shareholder of this Corporation. No shareholder of this Corporation shall enter into a voting trust agreement or any other type of agreement vesting a person other than another existing shareholder of the Corporation with the authority to exercise the voting power of any or all of his or her shares of the Corporation's capital stock.

**SECTION 2. Redemption of Shares Held by a Disqualified Shareholder.** Any shareholder who either becomes legally disqualified to render professional services as a certified public accountant in the State of Florida or whose employment with this Corporation is terminated for any reason whatsoever (a "Disqualified Shareholder") shall immediately tender his or her shares of capital stock to the Corporation for sale and redemption. In the event a

Disqualified Shareholder fails to so tender his or her shares to the Corporation for sale and redemption within ten (10) days of the date on which such disqualifying event or action occurred, such Disqualified Shareholder shall be deemed to have tendered all of his or her shares to the Corporation for sale and redemption on such tenth (10<sup>th</sup>) day, and the Corporation shall proceed with the purchase and redemption thereof.

(a) The purchase price and other terms for the shares being so redeemed shall be determined as follows: (i) in the event the transaction is subject to the provisions of Section 2(h) of these Articles, the purchase price and other terms of sale and redemption shall be as set forth therein; (ii) in the event there exists a written contract between the Disqualified Shareholder and the Corporation that is applicable to such sale and redemption transaction, then the purchase price and other terms of such sale and redemption shall be as set forth therein, and (iii) in all other events, the purchase price and other terms of such sale and redemption transaction (including, without limitation, the date upon which such sale and redemption transaction is to be effected (which date is to be referred to hereinafter as the "Closing Date")) shall be determined solely and exclusively by this Corporation's Board of Directors, subject to the parameters set forth in paragraph (b) below, and otherwise acting within in their good faith discretion.

(b) The purchase price for such shares shall equal their fair value as determined by the Corporation's Board of Directors using any reasonable method or methods as it may then deem appropriate, in its good faith discretion. For the avoidance of doubt, it is expressly acknowledged and confirmed that the Corporation's Board of Directors is not and shall not be required or obligated, for this purpose, to obtain an appraisal or other determination of a third party in order for it to make its own determination of such fair value. It is further expressly acknowledged and confirmed that the Corporation's Board of Directors may, for this purpose, take into account and apply to such fair value discounts for lack of marketability and minority interest, and may further take into account the consequence of the occurrence of the disqualifying event on the fair value of the subject shares. Such purchase price may be paid in one or more equal installments, provided that, unless the Disqualified Shareholder (or his or her representative) agrees otherwise, the term thereof shall not exceed five (5) years, and the frequency of such installments shall not be less frequent than quarterly; provided, that the Corporation shall have the right at any time to accelerate any or all of such installments. In connection with (and as a condition of) the commencement of the payment of such purchase price, such Disqualified Shareholder (or his or her representative) shall surrender to the Corporation, for cancellation by the Corporation effective as of the Closing Date, the certificate or certificates representing such shares, duly endorsed, by delivery, on or before the Closing Date, to the Corporation's President or Secretary or to such transfer agent as such officer may designate. In such event, the Disqualified Shareholder shall deliver good and valid title to such shares, free and clear of any all liens, claims or other encumbrances, and such Disqualified Shareholder shall concurrently provide the Corporation, in writing, with corresponding representations and warranties in this regard. The Corporation shall not be obligated to remit the purchase price for any such shares unless the certificates evidencing such shares (and such corresponding written representations and warranties) are either delivered to the Corporation or its transfer agent as provided above, or the holder of such shares notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed, and executes an instrument, satisfactory to the Corporation, agreeing, among other things, to indemnify the

Corporation from any loss incurred by the Corporation in connection with such lost or missing certificates. Regardless of the timing of payment of the aggregate purchase price for such redeemed shares, the certificates evidencing such redeemed shares shall be canceled by the Corporation on or effective as of the Closing Date.

## **ARTICLE IX**

### **Bylaws**

The power to adopt, alter, amend or repeal the Bylaws of this Corporation shall be vested in each of the Corporation's Board of Directors and in the Common Shareholders, acting jointly or separately, in their discretion; provided, that the Common Shareholders may only take such action upon obtaining the affirmative consent of those Common Shareholders holding at least seventy-five percent (75%) of the Common Shares then issued and outstanding.

## **ARTICLE X**

### **Amendments**

This Corporation reserves the right, upon action duly taken, jointly, by the Corporation's Board of Directors and the Common Shareholders, to amend or repeal any provision contained in these Articles, or any amendment hereto, and any right conferred upon the Corporation's shareholders hereunder is subject to this reservation, except to the extent otherwise expressly provided by applicable law; provided, that the Common Shareholders may only take such action upon obtaining the affirmative consent of those Common Shareholders holding at least seventy-five percent (75%) of the Common Shares then issued and outstanding.

*[Remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF**, the Corporation has caused these First Amended and Restated Articles of Incorporation to be executed in its corporate name effective as of July 29, 2011.

BKHM, P.A., a Florida professional  
association

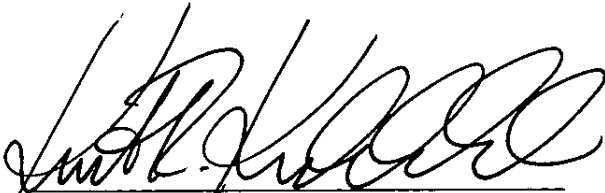
By: 

Kurt R. Kuehnackl, its President

**CERTIFICATE OF ACCEPTANCE AS REGISTERED AGENT**

**BKHM, P.A.**

The undersigned, having been named as registered agent for the above-named Corporation, at the place designated in the foregoing First Amended and Restated Articles of Incorporation, hereby accepts such designation and agrees to act in such capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties as registered agent. I am familiar with, and accept the duties and obligations of, Section 607.0505, *Florida Statutes*.

  
Kurt R. Kuehnhackl