

P96000094379

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(Address)

(City/State/Zip/Phone #)

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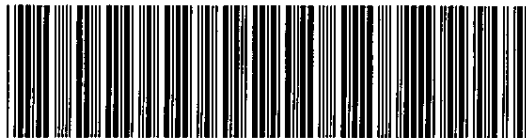
(Business Entity Name)

(Document Number)

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2009 JAN 20 PM 12:57

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Amend

TB

1-26-09

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Universal American Accounting, Corp

DOCUMENT NUMBER: P96000094379

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

Please return all correspondence concerning this matter to the following:

Chris Wilson  
(Name of Contact Person)

Universal American Accounting, Corp.  
(Firm/ Company)

716 Hughey Street  
(Address)

Kissimmee, FL 34741  
(City/ State and Zip Code)

For further information concerning this matter, please call:

Chris Wilson at ( 407 ) 944-4744  
(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 checked="" 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 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  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

Universal American Accounting Corp.

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

P96000094379

(Document Number of Corporation (if known))

FILED  
2009 JAN 20 PM 12:57  
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:

New Registered Office Address:

(Florida street 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.*

\_\_\_\_\_  
*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>
V.P.	Richard F. Hayes	716 Hughey Street Kissimmee, FL 34741	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
Treasurer	Richard F. Hayes	716 Hughey Street Kissimmee, FL 34741	<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)*

See Attached

The date of each amendment(s) adoption: 12-23-2008

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 1/12/09

Signature Chris Wilson  
(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)

Chris Wilson  
(Typed or printed name of person signing)

President  
(Title of person signing)

## SHAREHOLDERS' AGREEMENT

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of December, 200  , by and between UNIVERSAL AMERICAN ACCOUNTING CORP., a Florida corporation (the "Corporation") and CHRISTOPHER R. WILSON and RICHARD F. HAYES (sometimes referred to individually as a "Shareholder" or collectively as the "Shareholders").

### RECITALS:

WHEREAS, the Shareholders are the owners of all of the issued and outstanding shares of the Corporation, par value \$00.01 [One Cent] per share, as follows:

Name of Shareholder	Number of Shares
CHRISTOPHER R. WILSON	500,000
RICHARD F. HAYES	500,000
TOTAL ISSUED OUTSTANDING SHARES	1,000,000

WHEREAS, each Shareholder is presently a director of and is employed by the Corporation.

WHEREAS, the Shareholders believe that harmony and continuity of management is essential to the Corporation's success, and that to preserve such harmony and continuity it is essential to restrict the transferability of the shares of the Corporation as hereinafter provided; and,

WHEREAS, the Shareholders believe that it is in the best interests of each of them to make provisions for the future disposition of the shares of the Corporation upon the death or disability of any of the Shareholders and upon certain other events,

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Section 1. Definitions.

(A) "Shares," defined hereinafter, means the common shares, par value \$00.01[One Cent] per share, of the Corporation, and any shares of any other class of stock which Corporation may hereafter authorize and issue, including subscription and other purchase rights relative to any such Shares and all securities and obligations convertible into such Shares, in each case whether now or hereafter issued.

(B) "Transfer," defined hereinafter, includes any sale, gift, assignment, distribution, conveyance, pledge, hypothecation, encumbrance, or other transfer of title or beneficial interest, whether by operation of law or otherwise, and whether or not for value.

(C) "Corporation," defined hereinafter, includes, in addition to the Corporation, any successor or assignee corporation or corporations into which or with which the Corporation may be merged, changed, or consolidated; any corporation for whose shares the Shares of the Corporation may be exchanged; and any assignee of or successor to all or substantially all of the assets of the Corporation.

(D) "Outside Third Party," defined hereinafter, means anyone not a signatory to this Agreement, except that "Outside Third Party" shall not include any Permitted Transferee (as defined in Section 2).

(E) "Promissory Note," defined hereinafter, means a promissory note in the form and payable in the manner of the Promissory Note attached to this Agreement as Exhibit A.

(F) "Shareholder" or "Shareholders," defined hereinafter, includes, in addition to the shareholders of the Corporation who are the original signatories hereof (sometimes referred to as "Original Signatories"), any person or entity who shall hereafter become a shareholder of the Corporation.

(G) "Shareholder Representative," defined hereinafter, means the (i) duly appointed executor of the will or administrator of the estate of a deceased Shareholder or, if an executor or administrator shall not have been appointed within 90 days after a deceased Shareholder's death, then pending such appointment, if any, the heirs or other persons entitled to the Shares of such deceased Shareholder, as the case may be, or (ii) if the Shares of a deceased Shareholder are held in a trust which is a Permitted Transferee (as hereinafter defined in Section 2), the Trustee of such trust.

## Section 2. General Limitations on Transfers.

Each Shareholder agrees not to Transfer to any Outside Third Party any Shares which he may now or hereafter own outright or beneficially, except in accordance with this Agreement, and it is expressly understood and agreed that any Transfer of any Shares made in conflict with or in derogation of any of the terms, provisions, or conditions of this Agreement shall be of no legal force and of no effect or validity whatsoever. Notwithstanding the foregoing, a Transfer shall not be prohibited or restricted under this Agreement:

(A) if made by a Shareholder to his spouse or descendants, to a trust for the benefit of himself, his spouse, and/or his descendants, or to any other Shareholder (each such person or trust being herein called a "Permitted Transferee"), and

(B) if such Transfer is previously consented to in writing by the remaining Shareholders; provided, however, that in the event of any such Transfer, the Permitted Transferee shall take such transferred Shares subject to the provisions of Section 3(H). The term "Shareholder" as used in this Agreement shall include the grantor of a trust which is a Permitted Transferee as well as the trustee of such trust.

### Section 3. Transfers to Outside Third Parties.

(A) If any Shareholder (hereinafter referred to as the "Offeror") shall receive a bona fide offer from an Outside Third Party to purchase any Shares of the Offeror and wishes to accept such offer, he shall first serve written notice (hereinafter called "Transfer Notice") on the other Shareholder(s) and the Corporation (hereinafter called the "Offerees") setting forth and including the following:

(i) The intention of the Offeror to sell such Shares and the number and class of shares of such Shares proposed to be sold;

(ii) The name and address of the Outside Third Party offering to purchase such Shares;

(iii) The true amount of the consideration offered by the Outside Third Party for such Shares and the terms and conditions of such offer.

(B) The Corporation shall have the first option to purchase the Shares offered for sale in the Transfer Notice by serving notice on said Offeror (with copies to the remaining Offeree(s) of the exercise of such option within thirty (30) days of service of the Transfer Notice. Such notice of exercise (hereinafter called an "Exercise Notice") shall indicate the amount of Shares with respect to which such option to purchase is being exercised.

(C) If the Corporation shall not have exercised its option to purchase all of the shares offered for sale in the Transfer Notice within such thirty-day period, each of the remaining Offeree(s) shall then have the option to purchase such Shares (or the portion thereof with respect to which such option has not been exercised) by serving an Exercise Notice on said Offeror (with copies to the remaining Offeree(s)) within forty-five (45) days after the date of service of the Transfer Notice. If there shall be more than one remaining Offeree, each such Offeree shall have the option to purchase that proportion of the remaining Shares which the number of Shares owned by him bears to the total number of Shares owned by all Offerees (other than the Corporation).

(D) If the Corporation and the remaining Offeree(s) shall not have exercised their option to purchase all of the Shares offered for sale in the Transfer Notice within such 45-day period, each of the Offeree(s) (other than the Corporation) who shall have exercised such option in the first instance shall then have the option to purchase the balance of such Shares by serving an Exercise Notice on said Offeror (with copies to such remaining Offeree(s)) within sixty (60) days



after the date of service of the Transfer Notice; provided, however, that in the event of over-subscription, the balance of such Shares shall be allocated in proportion to the number of Shares owned by each Offeree exercising the option provided in this Section 3(D).

(E) Whenever under the provisions of this Section 3 the Corporation shall have an option to purchase any Shares, the Offeror shall not be entitled to vote either as a director or a shareholder on whether the Corporation shall exercise such option. Purchase shall be decided by the remaining director or Shareholder (or by a majority of the remaining directors or Shareholders, should there be more than one), as the case may be, even though less than a quorum be present.

(F) Each Exercise Notice shall be accompanied by tender of the purchase price for the Shares being purchased in the form required under the Transfer Notice. Upon receipt thereof and upon expiration of the sixty-day period from the date of service of the Transfer Notice, and provided that the Offeror shall be obligated to sell the Shares pursuant to Section 3(G), the Offeror shall deliver to the purchasing Offeree(s) the appropriate stock certificates for the Shares purchased, duly endorsed for transfer.

(G) It is expressly agreed that the Offeror shall not be obligated to sell the Shares specified in the Transfer Notice to the Offerees, if any, exercising their option to purchase such Shares under this Section unless all of the Shares specified in the Transfer Notice are so purchased by one or more Offerees. If the Offerees shall not have exercised their option to purchase all of the Shares specified in the Transfer Notice within said sixty-day period, then the Offeror shall be entitled to accept the offer of the Outside Third Party named in the Transfer Notice with respect to said Shares and to consummate the resulting transaction on the terms specified in the Transfer Notice at any time not more than forty-five (45) days after the expiration of said sixty-day period. If the Offeror fails to consummate the sale to such Outside Third Party within said forty-five (45) days, he shall be entitled to sell Shares to an Outside Third Party only by again complying with the provisions of this Section 3.

(H) It shall be a condition to any sale of Shares to an Outside Third Party or Transfer to a Permitted Transferee in accordance with Section 2 that, prior to such sale or Transfer, the Outside Third Party or Permitted Transferee shall become a party to this Agreement (as from time to time in effect) by executing a counterpart thereof and shall thereby succeed to all of the rights and obligations of the Offeror as a Shareholder. However, any such Outside Third Party or Permitted Transferee shall, by acceptance of such Shares, be bound by all of the terms and provisions of this Agreement whether or not he executes a counterpart thereof. It shall also be a condition to any such sale that the Offeror shall, if he be an officer or director of the Corporation and is selling fifty percent (50%) or more of his Shares, deliver to the Corporation at the time of such sale his written resignation as such officer and/or director.

#### Section 4. Insurance.

(A) The Corporation is or will be the applicant, owner, and beneficiary of the life insurance policies listed on Exhibit B and effect and pay all premiums on such insurance and any other insurance policies taken out pursuant to this Agreement and shall give proof of payment of premiums to any Shareholder who shall request such proof. If a premium is paid within ten (10) days after its due date, the insured shall have the right to pay such premium and to be reimbursed therefor by the Corporation. The Corporation shall have the right (but not the obligation) from time to time to purchase additional insurance on the lives of any or all Shareholders. The Corporation shall be the sole owner and beneficiary of such policies and may apply any dividends on such policies toward the payment of premiums.

(B) Each Shareholder whose life is being insured shall cooperate fully by performing all the requirements of the insurance company which are necessary conditions precedent to the issuance of any life insurance policy pursuant to this Agreement.

#### Section 5. Death of a Shareholder.

(A) Upon the death of any Shareholder who is an Original Signatory, the Corporation shall purchase and the Shareholder Representative shall sell all of the Shares which shall be owned outright or beneficially by the deceased or a Permitted Transferee to whom he has transferred such Shares in accordance with Section 2, at the price and upon the terms and conditions hereinafter set forth.

(B) The price at which such Shares shall be purchased shall be equal to the greater of:

(i) The book value (determined in accordance with Section 6) of such Shares as of the end of the calendar month immediately preceding the month in which death occurs; or

(ii) The amount set forth on the most recently dated Certificate of Agreed Value in substantially the form as attached to this Agreement as Exhibit C, executed by the Corporation and all of the Shareholders pursuant to Section 5(K) hereof.

(C) All amounts received by the Corporation representing Net Proceeds (as defined in Section 7) on the policy or policies covering the life of a deceased Shareholder shall be made available for the payment, on behalf of the Corporation, toward the purchase price of the Shares of a deceased Shareholder.

(D) If the Net Proceeds shall exceed the purchase price, the purchase price shall be due and payable to the estate of a deceased Shareholder in the form of a cashier's or certified check at the Closing (as defined in Section 5(G)). Any excess of such proceeds over the amount necessary to pay the purchase price shall belong and be paid over to the Corporation. In the case of a disabled Shareholder, or if the purchase price shall exceed the Net Proceeds of insurance on the

life of a deceased Shareholder, the purchase price or the excess, as the case may be, shall be payable by delivery of the Corporation's Promissory Note in the form attached to this Agreement as Exhibit A. Such Note shall be payable to the disabled Shareholder or Shareholder Representative, as the case may be, over a five-year period in equal quarterly installments of principal and interest beginning ninety (90) days after the Closing.

(E) In the case of a deceased Shareholder, if for any reason the Net Proceeds from the insurance policy or policies shall not have been received by the Corporation by the Closing, the Corporation shall at the Closing deliver to the Shareholder Representative the Corporation's Promissory Note for the purchase price, payable over a five-year period in equal quarterly installments of principal and interest beginning ninety (90) days after the Closing. When and if such insurance proceeds are received by the Corporation, it shall promptly use the Net Proceeds to prepay said Promissory Note to the extent of such Net Proceeds. Any excess of such Net Proceeds over the amount necessary to prepay the entire amount due under said Promissory Note shall belong and be paid to the Corporation.

(F) If the Corporation shall not have sufficient net assets to permit it lawfully to purchase all of the Shares of the deceased Shareholder which the Corporation is obligated to purchase, then the entire available net assets shall be used to purchase such Shares, and at the request of the Shareholder Representative the remainder of such Shares shall be purchased by the Corporation at such time or times as it shall have sufficient net assets lawfully to do so. Any Promissory Note issued in connection with such a subsequent purchase shall bear interest from the date of its issuance.

(G) The "Closing" of the purchase and sale of the Shares of a deceased or disabled Shareholder shall be at the offices of counsel for the Corporation at 11:00 a.m, on the ninetieth day after the date of death of deceased Shareholder, as the case may be; or if such day be a Saturday, Sunday, or legal holiday, the business day next following; or at such other time and place to which the parties may mutually agree.

(H) At the time of Closing of any purchase of Shares under this Section 5, upon payment of the purchase price in accordance with this Agreement, the Shareholder Representative or disabled Shareholder shall deliver to the Corporation all certificates for such Shares, duly endorsed in blank for transfer or accompanied by instruments of transfer duly endorsed in blank, together with such court orders, tax consents or waivers, and other documents as the Corporation may reasonably require.

(I) Whenever a Promissory Note shall be given in payment of any portion of the purchase price of Shares under this Agreement, (i) the Shares being purchased shall not be deemed to have been purchased until such Promissory Note has been paid in full, (ii) the payment of such Promissory Note shall be guaranteed by each of the remaining Shareholders, and (iii) the payment of such Note shall be secured by a pledge of the Shares being purchased to the estate of the deceased Shareholder, as the case may be (the "Pledge"). In such event, the Corporation at

the Closing shall deliver to the Pledgee a duly executed pledge agreement accompanied by certificates representing such Shares, stock assignments (endorsed in blank), and other appropriate documents, all of which shall be in such form as the Pledgee may reasonably require to effectuate such pledge.

(J) The parties hereto, any Permitted Transferee, and the Shareholder Representative or the estate of a deceased Shareholder shall execute and deliver all such documents and instruments and take all such action as shall be necessary for the consummation of each purchase and sale provided for hereunder.

(K) On each anniversary of the date of this Agreement, beginning with the first anniversary, the Corporation and all of the Shareholders shall execute a Certificate of Agreed Value in the form attached hereto as Exhibit C. Each such Certificate shall reflect the value of the Shares as of the end of the most recently completed fiscal year of the Corporation, based upon a value for all of the Shares equal to [ \* \* \* ] times the net after-tax income of the Corporation for such fiscal year.

#### Section 6. Determination of Book Value.

The Book Value of the Corporation shall be determined from the financial statements of the Corporation prepared in accordance with generally accepted accounting principles applied on a basis consistent with the Corporation's prior accounting practices. "Book Value" shall include the aggregate of the cash surrender values of any policies of insurance owned by the Corporation on the lives of Shareholders and the net proceeds of any such insurance which may have matured as a death claim on or before the valuation date, but shall not include any value placed upon goodwill, trade names, or any similar intangible assets, unless acquired by purchase, in which case they shall be valued at their actual cost. Financial statements of the Corporation prepared on a basis consistent with the Corporation's prior accounting practices shall be used for the determination of book value. Audited financial statements shall be used if such statements have been or will be prepared for reasons other than a determination pursuant to this Agreement; otherwise, unaudited financial statements may be used. Any determination of book value based on the financial statements of the Corporation shall be final and binding on all parties hereunder; provided, however, that if such financial statements are unaudited, the Shareholder Representative, as the case may be, shall, by written notice given at least thirty (30) days prior to the date of the closing, have the right to demand an audit of such financial statements by a reputable firm of certified public accountants reasonably acceptable to Corporation. The cost of such audit shall be paid for by the estate of the deceased Shareholder unless, based on such audit, the book value of the Shares to the purchased exceeds by more than ten percent (10%) the book value thereof as determined by the Corporation, in which case (i) the cost of such audit shall be paid for by the Corporation, and (ii) the results of such audit shall be final and binding on all parties. In the event of such an audit, the date of the Closing shall be postponed until ten (10) days following the completion thereof.

#### Section 7. Collection of Insurance Proceeds.

Upon receipt by the Corporation of notice of the death of a Shareholder, the Corporation shall file proof of death with the appropriate authority and do such other things as it deems necessary to collect the Net Proceeds of the insurance policies then held hereunder on the life of such deceased Shareholder. The Corporation shall take such action (including court proceedings) as may be reasonably necessary or desirable to collect the Net Proceeds of said policies. With the consent of the Shareholder Representative, the Corporation may compromise, compound, arbitrate, abandon, or adjust any action, suit, proceeding, dispute, claim, or demand relating to such policies. Upon collection of such Net Proceeds, and pending the Closing, the Corporation shall invest said Net Proceeds and keep the same invested in such investment instruments as the Shareholder Representative shall direct or, failing such direction, as the Corporation shall determine. The term "Net Proceeds" as used in this Agreement shall mean only such proceeds from insurance policies on the life of a deceased Shareholder held hereunder which are due and payable to the Corporation at the time of the death of such Shareholder, after deducting all valid charges against or liens upon such policies and the reasonable attorney fees, court costs, and expenses incurred by Corporation in the collection thereof, plus all interest, if any, earned thereon or as a result of such investment.

#### Section 8. Legend on Certificates; Obligation of the Corporation.

The parties hereto agree that the stock records of the Corporation, all Shares now or hereafter outstanding, and any Shares of the Corporation pledged in accordance with this Agreement shall bear a legend which shall read as follows:

"The Shares evidenced by this Certificate are subject to restrictions on transfer and certain other provisions contained in a certain Agreement Among Shareholders dated \_\_\_\_\_, 200\_\_ between CHRISTOPHER R. WILSON and RICHARD F HAYES. The holder of this certificate takes the same and holds it subject to the terms and conditions of such Agreement and any transfer in conflict therewith or in derogation thereof is void and of no legal force and effect or validity whatsoever."

#### Section 9. Additional Covenants.

During the time any Promissory Note of the Corporation delivered for the purchase of Shares hereunder remains unpaid in whole or in part, and in the absence of the consent of the holder of such Note:

(A) The Corporation shall not declare or pay any dividend or other distribution on or with respect to any of the Shares issued and outstanding;

(B) The Corporation shall not increase any compensation paid to officers, directors, or employees who are Shareholders except (i) for increases aggregating not more than fifty percent

(50%) of the consolidated net earnings of the Corporation, calculated on a cumulative basis subsequent to the end of the calendar month immediately preceding the month in which the event occurred which resulted in the issuance of the Note, and (ii) unless an amount equivalent to any such increase is concurrently prepaid on the Note;

(C) The Corporation shall not employ any relative of the surviving or remaining Shareholders in any capacity unless so employed at the date of issuance of such Note;

(D) The Corporation shall not incur any indebtedness to any Shareholder other than Notes issued in accordance with this Agreement unless all principal of and interest on such other indebtedness is and remains subordinated to such Note;

(E) The Corporation shall not, directly or indirectly, or through any subsidiary, purchase, redeem, or retire for value any of its Shares except in accordance with this Agreement;

(F) The Corporation shall not be a party to any merger or consolidation, or mortgage, pledge, or sell all or substantially all of the assets of the Corporation; and

(G) The Corporation shall furnish to the holders of such Note, within ninety (90) days after each fiscal year, a copy of its financial statements for the year then ended prepared in accordance with generally accepted accounting principles applied on a basis consistent with the Corporation's prior accounting practices.

The foregoing covenants shall also apply during any period described in Section 5(F) during which the Corporation shall be unable to purchase Shares which it is otherwise obligated to purchase.

#### Section 10. Duration.

This Agreement shall terminate upon the first to occur of the following events:

(A) the dissolution of the Corporation;

(B) the acquisition by a single Shareholder of all of the Shares; or

(C) the sale of all or substantially all of the assets of the Corporation approved by Shareholders representing at least seventy-five percent (75%) of the Shares entitled to vote thereon.

#### Section 11. Binding Effect.

All of the terms, provisions, and conditions of this Agreement shall be binding upon and

inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

#### Section 12. Severability.

If any portion or provision of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions or provisions hereof shall nevertheless remain in full force and effect, as if such unenforceable portion or provision had never been a part hereof.

#### Section 13. Prior Agreements.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior such agreements.

#### Section 14. Notices.

All notices or other communications required or permitted hereunder shall be deemed to have been served on the date that they shall be personally delivered or on the day following the date that they shall have been sent by registered or certified mail, return receipt requested, or overnight delivery, with a signature for delivery required, prepaid, to:

CHRISTOPHER R. WILSON  
716 Hughey Street  
Kissimmee, Florida 34741

RICHARD F. HAYES  
115 West Gore Street  
Orlando, Florida 32806

the parties of the addresses set forth below or at such other address as any party may designate to the others by notice hereunder:

#### Section 15. Gender and Other References.

Unless the context clearly indicates otherwise, the use of any gender pronoun in this Agreement shall be deemed to include all other genders, and singular references shall include the plural and vice versa.

#### Section 16. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 17. Attorney Fees.

In the event it becomes necessary for any party to institute any legal action to enforce the terms of this agreement then the prevailing party shall be entitled to their reasonable attorney fees and costs, in pre-suit negotiation, litigation, mediation, arbitration or appeal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CORPORATION:

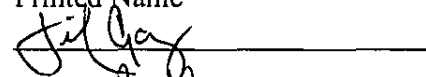
UNIVERSAL AMERICAN ACCOUNTING  
CORP.

By:   
President

WITNESS:



Michele Sullivan  
Printed Name

  
Jennifer Gomez  
Printed Name

SHAREHOLDERS:

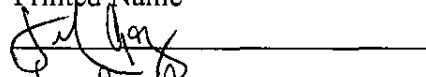
CHRISTOPHER R. WILSON.



WITNESS:



Michele Sullivan  
Printed Name

  
Jennifer Gomez  
Printed Name

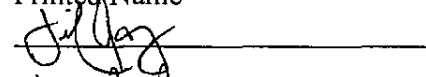
RICHARD F. HAYES



WITNESS:



Michele Sullivan  
Printed Name

  
Jennifer Gomez  
Printed Name



**ARTICLES OF AMENDMENT**

1. Article VII. of the Articles of Incorporation of UNIVERSAL AMERICAN ACCOUNTING CORP., which was filed on November 14, 1996 is hereby amended to read as follows:

**VII**

The Corporation shall have two (2) directors. The number of directors may be increased or diminished from time to time, by an amendment to the By-Laws adopted by a majority of the Stockholders.

2. The foregoing amendment was adopted by the shareholders of this corporation on the 23<sup>rd</sup> day of December, 2008.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation has executed these Articles of Amendment this 31<sup>st</sup> day of December, 2008.

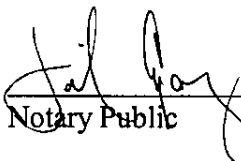
  
\_\_\_\_\_  
President and Secretary

STATE OF FLORIDA  
COUNTY OF OSCEOLA

BEFORE ME, the undersigned authority, personally appeared CHRISTOPHER R. WILSON, known to me to be the person who executed the foregoing Articles of Amendment and he acknowledged before me that he executed those Articles of Amendment for the purpose therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31<sup>st</sup> day of December, 2008.

SEAL

  
\_\_\_\_\_  
Notary Public

☒ Personally Known  
☐ Identification Presented

\_\_\_\_\_  
Type of Identification  
An oath was not taken.



Written Consent of Directors and Shareholders  
in Lieu of Special Meeting, Pursuant to Sections  
607.0704 and 607.0821 Florida Statutes

Minutes of Special Meeting of Directors and Shareholders of

**UNIVERSAL AMERICAN ACCOUNTING CORP.**

The undersigned, being the all Directors and Shareholders of UNIVERSAL AMERICAN ACCOUNTING CORP., a Florida corporation, does hereby take and adopt the following actions in writing, without a meeting:

RESOLVED, that the following acts be and they hereby are ratified and confirmed;

1. That the following persons presently comprise the entire Board of Directors having been elected at this special meeting of Stockholders:


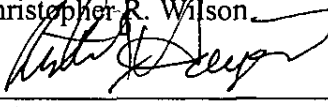
CHRISTOPHER R. WILSON  
RICHARD F. HAYES

2. That the following persons constitute the present officers of the corporation, having been elected at this special meeting of the Board of Directors of said corporation:

CHRISTOPHER R. WILSON - President  
RICHARD F. HAYES - Vice President  
CHRISTOPHER R. WILSON - Secretary  
RICHARD F. HAYES - Treasurer

3. That the corporation enter into that certain Shareholder's Agreement by, between and among the shareholders and the corporation of even date.

December 31, 2008

  
\_\_\_\_\_  
Christopher R. Wilson  
  
\_\_\_\_\_  
Richard F. Hayes