

P05000028483

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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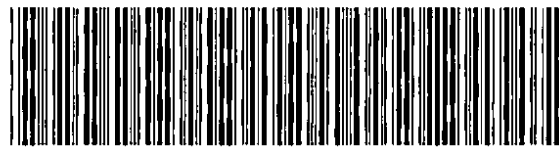
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STATE

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Access One Consumer Health, Inc.

DOCUMENT NUMBER: P05000028483

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

Please return all correspondence concerning this matter to the following:

John Weston

\_\_\_\_\_  
Name of Contact Person

Access One Consumer Health, Inc.

\_\_\_\_\_  
Firm/ Company

84 Villa Road

\_\_\_\_\_  
Address

Greenville, SC 29615

\_\_\_\_\_  
City/ State and Zip Code

compliance@accessonedmpo.com

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

For further information concerning this matter, please call:

John Weston

\_\_\_\_\_  
Name of Contact Person

at ( 800 ) 896-1962

\_\_\_\_\_  
Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

Access One Consumer Health, Inc.

P05000028483

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

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."

***(Principal office address MUST BE A STREET ADDRESS)***

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**(Mailing address MAY BE A POST OFFICE BOX)**

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*Name of New Registered Agent* \_\_\_\_\_

(Florida street address)

New Registered Office Address: \_\_\_\_\_, Florida \_\_\_\_\_  
(City) (Zip Code)

(Code)

22840521 Fri 1:30

*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

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

[Remove](#)

— 23 —

**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)*

Enclosed is stock redemption agreement dated March 4, 2014 (effective date of January 1, 2014) between C. Daniel Adams, (President) & Julian S Crawford. C. Daniel Adams is 100% Beneficial Owner of Stock of Access One Consumer Health, Inc.

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March 4, 2014

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

Effective date if applicable: January 1, 2014  
(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 incorporators, or board of directors without shareholder action and shareholder action was not required.
- ☐ 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)

Dated \_\_\_\_\_

Signature \_\_\_\_\_

(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)

C. Daniel Adams

(Typed or printed name of person signing)

President

(Title of person signing)

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NOTED

Effective January 1, 2014, majority owner of 60%, Carey Daniel Adams, has purchased the balance of the stock from the minority owner of 40%, Julian S. Crawford. Mr. Adams now is the beneficial owner of 100% of the stock of Access One Consumer Health, Inc.

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## STOCK REDEMPTION AGREEMENT

This Stock Redemption Agreement ("Agreement") is made and entered into this 11<sup>th</sup> day of March, 2014 to be effective January 1, 2014 (the "Effective Date"), by and between Julian Crawford, a South Carolina resident ("Seller") and Access One Consumer Health, Inc., a Florida Corporation ("Corporation") (collectively, the "Parties").

### PRELIMINARY STATEMENT

Seller is the beneficial and legal owner of Eighty (80) shares of common stock of the Corporation (the "Stock"). Such Stock represents One Hundred (100%) percent of Seller's interest in the Corporation. The Parties have agreed that the Corporation will redeem Seller's right, title, and interest in and to all of the shares of Stock upon the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions herein contained, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Redemption of the Stock by Corporation. The Corporation agrees to purchase and redeem from the Seller, and the Seller agrees to sell and transfer to the Corporation the Stock as of the Effective Date.

2. Redemption Price. The Corporation agrees to pay Seller, and the Seller agrees to accept from the Corporation as the redemption price for the Stock and any rights to the Corporation's cash and any other current assets, the sum of One Hundred Forty Two Thousand and No/100 (\$142,000.00) Dollars (the "Redemption Price"). The Redemption Price shall be paid on or before March 15, 2014. Upon receipt of the Redemption Price as adjusted, Seller shall deliver his certificates, properly endorsed to the Corporation, of the Stock to the Corporation. The Redemption Price was determined by assuming that the final 2013 financial results are substantially in line with the preliminary results as reflected on Schedule A attached hereto. If such final results are, in the opinion of C. Dan Adams, materially different than those reflected on Schedule A, then the Redemption Price can be adjusted by mutual agreement of both parties.

3. Additional Consideration. As additional consideration, for prior services and the Release, the Corporation agrees to pay to Seller:

(a) ANI Payment. For calendar years 2014 and 2015, Seller shall receive forty (40%) percent of the Adjusted Net Income (as defined hereafter) of the Corporation in excess of Forty Thousand (\$40,000.00) Dollars for each such calendar year (the "ANI Payment"). Adjusted Net Income is defined as (i) the aggregate gross profit (as calculated in Schedule A) from sales of the Existing Products by the Existing

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Customers as set forth on Schedule B attached hereto less (ii) all of the Company's operating expenses and overhead for such year which are set forth on Schedule C attached hereto. Any compensation reduction to Bob Fortier reflected on Schedule C will not reduce the operating expenses and corporate overhead by that amount for purposes of calculating Adjusted Net Income.

The ANI Payment shall be made as compensation to Seller shortly after the financial audit of the Company is completed for such year.

(b) Make-Whole Payment. If the Company sells substantially all of its assets and business on or prior to December 31, 2015, (a "Sale") then Seller shall receive as compensation a portion of the Sale proceeds (the "Make-Whole Payment") to be determined as follows:

(i) As of the date of Sale, the total net purchase price to be paid to the Company for its assets less the total of any Company debt, expenses of the Sale, cash, cash equivalents and/or marketable securities on hand, and the contributed capital of C. Dan Adams shall be determined.

(ii) The gross profit amount from the sale of Existing Products by Existing Customers for the twelve (12) month period prior to the Sale shall be determined.

(iii) The Company's total gross profit amount from all sales of all products for the twelve (12) month period prior to the Sale shall be determined.

(iv) The resulting percentage of (ii) above over (iii) above shall be multiplied by the result in (i) above.

(v) The result in (iv) above shall be multiplied by forty (40%) percent to determine Seller's Make-Whole Payment.

An example of the calculation of a Make-Whole Payment is attached as Schedule D based on certain assumptions. Seller shall not be entitled to any proceeds from any closing on a Sale after December 31, 2015 regardless of when negotiations for such Sale occur.

4. Representations and Warranties of Seller. Seller hereby represents and warrants that:

(a) The Stock will be transferred free and clear of any liens encumbrances or claims of any type.

(b) The Seller is the sole and absolute owner of the Stock being redeemed by the Corporation.

(c) Seller has not previously pledged, assigned or transferred any of the Stock, and has not entered into any contract or agreement whereby he is obligated to pledge, assign or transfer any Stock.

(d) Upon consummation of the transactions contemplated in this Agreement, the Seller will not own any equity interest in the Corporation or have the right to any ownership interest in the Corporation of any kind.

5. Representations and Warranties of Corporation. The Corporation hereby represents and warrants that it has been duly authorized to redeem the Stock from Seller and that this Agreement is enforceable against Corporation in accordance with its terms.

6. Non-Compete, Non-Solicitation.

(a) As an inducement for the Corporation to enter into this Agreement, Seller agrees that for a period of two (2) years after the Redemption Price is paid:

(i) Seller will not, directly or indirectly, engage or invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing or control of, be employed by, associated with or in any manner connected with, or render services or advice or other aid to, or guarantee any obligation of, any person engaged in or planning to become engaged in the business or any other business whose products or activities compete in whole or in part with the business of the Corporation within a one hundred (100) mile radius of Spartanburg, South Carolina. Seller agrees that this covenant is reasonable with respect to its duration, geographical area and scope.

(ii) Seller agrees not to, directly or indirectly, (A) induce or attempt to induce any employee of the Corporation to leave the employ of the Corporation; (B) in any way interfere with the relationship between the Corporation and any such employee of the Corporation; (C) employ or otherwise engage as an employee, independent contractor or otherwise any such employee of the Corporation; or (D) induce or attempt to induce any customer, supplier, licensee or other person to cease doing business with the Corporation or in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the Corporation.

(iii) Seller agrees that he will not, directly or indirectly, solicit or service the business of any customer or person known to Seller to be a customer or client of or referral source to the Corporation whether or not Seller had personal contact with such customer or person, with respect to products or activities, which compete in whole or in part with the Corporation.

(b) Seller is entering into this Agreement voluntarily and has given careful consideration to the restraints imposed by this Agreement. Seller's ability to

*C/M*

earn a livelihood without violating these restrictions is a material condition and the restrictions imposed upon them by this covenant are reasonable.

(c) Further, the parties hereto agree and declare that it is impossible to measure in monetary terms the damages that may accrue to the Corporation by reason of Seller competing with the Corporation in violation of this Section 6. Therefore, in the event that the Corporation, or any successor in interest, shall institute an action or proceeding to enforce the provisions of this Section 6, each party or other person against whom such action or proceeding is brought shall and hereby does, in advance, waive the claim or defense that there is adequate remedy at law.

(d) Seller agrees that if a court of law finds that the provisions of this covenant not to compete and/or non-solicitation (in whole or in part) are unenforceable, then such court of law may enforce such covenants to the maximum extent permissible under South Carolina law. Further, in the event that Seller breaches the terms of this Agreement, it is agreed that all time periods contained in this Agreement shall be tolled until such time that the Seller ceases his breach of this Agreement.

#### 7. Mutual Releases.

(a) Except for the obligations to the Corporation specifically provided for in this Agreement, the Seller, for himself and assigns, hereby fully and completely releases and discharges forever the Corporation and the Corporation's managers, members, officers, employees, agents, representatives, shareholders, directors, successors and assigns (collectively, the "Releasees"), of and from any and all debts, obligations, agreements, demands, liabilities, legal actions, grievances, compensation, distributions, or claims of any nature or kind whatsoever, whether known or unknown, contingent or accrued, whether at law or in equity. The Seller acknowledges that the Corporation and the Releasees would not have entered into this Agreement without the Seller agreeing to the release in this Section 7.

(b) Except for the obligations to the Releasees specifically provided for in this Agreement, the Releasees, hereby fully and completely release and discharge Seller of and from any and all debts, obligations, agreements, demands, liabilities, legal actions, grievances, compensation, distributions, or claims of any nature or kind whatsoever, whether known or unknown, contingent or accrued, whether at law or in equity. The Releasees acknowledge that Seller would not have entered into this Agreement without the Releasees agreeing to the release in this Section 7.

#### 8. Mutual Indemnification.

(a) The Seller shall indemnify, defend and hold harmless the Releasees from and against any and all damages, losses, lawsuits, debts, obligations, claims and expenses (including reasonable attorneys' fees and court costs) arising out of or in any way relating to the Seller's breach of any warranty, representation, agreement or covenant in this Agreement. The Seller shall forever defend the title to

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the Stock being redeemed by the Corporation in this Agreement for the benefit of Corporation and its successors and assigns, against all persons and claims.

(b) The Releasees shall indemnify, defend and hold harmless the Seller from and against any and all damages, losses, lawsuits, debts, obligations, claims and expenses (including reasonable attorneys' fees and court costs) arising out of or in any way relating to the Releasees' breach of any warranty, representation, agreement or covenant in this Agreement. The Releasees shall indemnify, defend and hold harmless the Seller from and against any and all damages, losses, lawsuits, debts, obligations, claims and expenses (including reasonable attorneys' fees and court costs) arising out of or in any way relating to any action of the Releasees after the date of this Agreement.

9. Agreement to Perform Necessary Acts. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

10. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

(b) Entire Agreement. This Agreement, embodies the entire Agreement and understanding between the Parties hereto as to the matters herein addressed and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement shall not be modified by either party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the parties. Each party shall be directly responsible for his or its legal fees in connection with this transaction.

(c) Survival. All representations, warranties, covenants, and agreements herein contained shall survive the Closing hereunder.

(d) Successors and Assigns. This Agreement shall be binding upon the Parties and shall inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

(e) Counterparts. This Agreement may be executed in several counterparts, each shall be deemed an original, but such counterparts shall altogether constitute one and the same Agreement.

(f) Resignation. Seller does hereby resign from the Corporation as an employee, officer, director and in any other capacity.

(g) Conflict of Interest. The parties all acknowledge that Nexsen Pruet, LLC prepared this Agreement on behalf of and in the course of its representation of the

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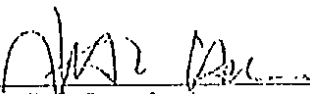
Corporation and its majority Stockholder and Nexsen Pruet, LLC does not represent Seller who is advised to seek separate independent legal counsel.

A handwritten signature in black ink, appearing to be "Cm" followed by a flourish.

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DATE  
TIME

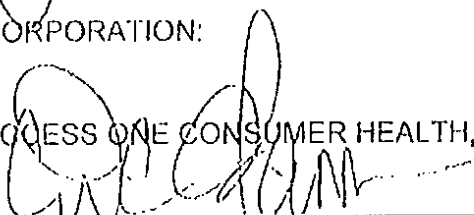
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above to be effective as of the Effective Date.

SELLER:

  
\_\_\_\_\_  
Julian Crawford

CORPORATION:

ACCESS ONE CONSUMER HEALTH, INC.

  
\_\_\_\_\_  
By: C. Dan Adams, President

2023 AUG 21 PM 1:30  
DATE