

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL DIVISION

EMERY SMITH,

CASE NO. 15-CA-001620

Petitioner/Counter-Respondent,

-v-

EMCYTE CORP.,

Respondent/Counter-Petitioner

And

PATRICK PENNIE,

Respondent/Counter-Petitioner.

**EMCYTE CORP.'S POST-HEARING SUPPLEMENT TO EXHIBIT "B" OF ITS
SUPPLEMENT TO ITS MOTION FOR PARTIAL SUMMARY JUDGMENT
AS TO THE ENFORCEABILITY OF THE SHAREHOLDERS' AGREEMENT**

Respondent/Counter-Petitioner, EMCYTE CORP., ("EmCyte") by and through its undersigned counsel, hereby submits its Post-Hearing Supplement to Exhibit "B" of its Supplement to its Motion for Partial Summary Judgment as to the Enforceability of the Shareholders' Agreement Between the parties in accordance with the Court's directive given at the hearing conducted on September 19, 2016. In support, EmCyte provides the following:

1. Exhibit "B" to EmCyte's Supplement to its Motion for Partial Summary Judgment is an e-mail communication dated December 9, 2013 from attorney Charles Jones to counsel for EmCyte Corp., with copies to Emery Smith and Patrick Pennie. Exhibit "B" did not include copies of the three attachments referenced in the Charles Jones' e-mail.
2. As discussed in open court at the September 19, 2016 hearing, EmCyte Corp. hereby supplements Exhibit "B" of its Supplement to its Motion for Partial Summary Judgment

as to the Enforceability of the Shareholders' Agreement to include the full text of the three referenced attachments.

3. Exhibit "B-1" is a red-lined version of the July 1, 2010 Shareholders Agreement, which was attached as Exhibit "A" to EmCyte's Supplement to its Motion. Exhibit "B-1" retains the key provisions of the executed Shareholders' Agreement concerning the holding of the Voting Stock in the proportions of 51% to Patrick Pennie and 49% to Emery Smith; the appointment of Patrick Pennie as the Chairman of EmCyte; and the broad expanse of power and authority granted to the Chairman (Patrick Pennie) in Sections 5.1 and 5.2.

4. Exhibit "B-2" is a red-lined version of Exhibit "B-1."

5. The final attachment is identified as Exhibit "B-3" and is Mr. Jones' draft of a completely new agreement for consideration by Mr. Pennie and Mr. Smith, which had previously been rejected by Mr. Pennie.

Respectfully Submitted,

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By: s/ Kenneth G. M. Mather

KENNETH G.M. MATHER

Florida Bar #: 619647

Primary Email: KMather@gunster.com

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eservice@gunster.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been filed through the Court's E-portal filing system and notice will be served electronically to all counsel of record on this 23rd day of September, 2016.

/s/ Kenneth G.M. Mather
KENNETH G.M. MATHER
Florida Bar #: 619647

EMCYTE CORPORATION

SHAREHOLDERS AGREEMENT

This Shareholders Agreement (the "**Shareholders Agreement**" or the "**Agreement**") is entered into effective as of the 1 day of December, 2013, by and among **EMERY SMITH & PATRICK PENNIE** (collectively "**SHAREHOLDERS**") and **EMCYTE CORPORATION** (the "**Corporation**").

WHEREAS, the issued outstanding Equity Stock shares of the Corporation are owned by Patrick Pennie 50 shares and Emery Smith 50 shares

WHEREAS, the Shareholders hereto deem it to be in the best interest of the Corporation to act together concerning the management of the Corporation as well as to make provision for the contingency of the death or disability of any Shareholder and to set forth the manner and method by which a Shareholder may sell his stock during his lifetime.

RECITALS

The Corporation was formed on February 19, 2008, for the purposes set forth herein, and, accordingly, the Shareholders desire to enter into this Shareholders Agreement in order to set forth the terms and conditions of the business and affairs of the Corporation and to determine the rights and obligations of its Shareholders. Any prior Shareholders agreements, or other agreements of any type which are contrary to this Shareholders Agreement are specifically superseded or replaced by this Agreement.

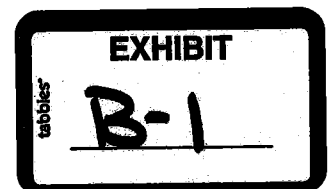
NOW, THEREFORE, the Shareholders, intending to be legally bound by this Shareholders Agreement, hereby agree that the agreement between the Corporation and by and between its Shareholders shall be as follows:

DEFINITION SCHEDULE

The defined terms used in this Agreement will have the meanings specified in the "Definition Schedule" set forth below. Any terms not defined in the Definition Schedule will have the meanings specified in the section of this Agreement in which they first appear.

(a) "Agreement" shall mean this Shareholders Agreement as originally executed and as amended from time to time, and no other writing shall be construed as a Shareholders agreement of the Corporation under the Act.

(b) "Articles" shall mean the Articles of Incorporation of **EMCYTE CORPORATION**, as filed with the Florida Secretary of State, as the same may be amended from time to time.



(c) "Bankruptcy" of a Shareholder shall be deemed to have occurred upon the happening of any of the following: (a) the filing by such Shareholder of an application for, or a consent to, the appointment of a trustee for such Shareholder's assets; (b) the filing by such Shareholder of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they come due; (c) the making by the Shareholder of a general assignment for the benefit of creditors under the Laws of the State of Florida, or otherwise; (d) the filing by the Shareholder of an answer admitting the material allegations of, or its consenting to or defaulting in answering, a bankruptcy petition filed against it in any bankruptcy proceeding; or (e) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating the Shareholder a bankrupt or appointing a trustee of its assets, and such order, judgment or decree continues unstayed and in effect for a period of thirty (30) days.

(d) "Capital Contribution" shall mean any contribution to the capital of the Corporation in cash or property by a Shareholder whenever made.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(f) "Corporation" shall mean **EMCYTE CORPORATION**, a Florida Corporation.

(g) "Losses" means the losses and deductions of the Corporation determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Corporation and as reported separately or in the aggregate, as appropriate, on the tax return of the Corporation filed for federal income tax purposes.

(m) "Net Book Value" shall mean the Book Value of the Corporation's assets, adjusted for depreciation, less the Corporation's liabilities.

(n) "Net Income" shall mean net income before interest, taxes, depreciation and amortization.

(o) "Net Losses" means Losses less Profits.

(p) "Person" shall mean any individual, partnership, corporation, limited liability Corporation, limited liability partnership, unincorporated association, trust or other entity and the heirs, executors, administrators, legal representatives, successors, and assigns of the "Person" when the context so permits.

(q) "Prime Rate" shall mean the prime rate (or base rate) reported in the "Money Rates" column or section of The Wall Street Journal as being the base rate on corporate loans at larger U.S. Money Center banks on the first date on which The Wall Street Journal is published in each month. In the event The Wall Street Journal ceases publication of the Prime Rate, then the "Prime Rate" shall mean the "prime rate" or "base rate" announced by the bank with which the Corporation has its principal banking relationship (whether or not such rate has actually been charged by that bank). In the event that bank discontinues the practice of announcing that rate, Prime Rate shall mean the highest rate charged by that bank on short-term, unsecured loans to its most credit-worthy large corporate borrowers.

(r) "Profits" means the income and gains of the Corporation determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Corporation and as reported separately or in the aggregate, as appropriate, on the tax return of the Corporation filed for federal income tax purposes.

(s) "Treasury Regulations" shall mean proposed, temporary, and final regulations promulgated under the Code, in effect as of the date of filing the Articles, and the corresponding sections of any regulations subsequently issued that amend or supersede those regulations.

(t) "Equity Stock" is the 100 issued and outstanding shares of Corporation's par value Common Stock. All such additional shares of the Stock shall be issued bearing the restrictive endorsement required by this Agreement.

(u) "Voting Stock" is the 100 issued and outstanding shares of Corporation's Voting Stock. All such additional shares of the Stock shall be issued bearing the restrictive endorsement required by this Agreement.

ARTICLE I

Name; Formation;

Registered Agent and Address; and Place of Business

Section 1.1 Name. The name of the Corporation is **EMCYTE CORPORATION.**

Section 1.2 Formation. The Shareholders hereby:

(a) Acknowledge the formation of the Corporation as a Corporation by virtue of the Articles of Incorporation filed with the Florida Department of State, and

(b) Confirm and agree to the status as the Shareholders and the subscription for Interests in the Corporation upon the terms and conditions set forth in this Shareholders Agreement; and

(c) Execute and adopt this Shareholders Agreement as the agreement by and between the Corporation and its Shareholders.

Section 1.3 Registered Agent. The registered office is located at 13881 Plantation Road, Suite #2, Fort Myers, Florida 33912, and its agent at such office is Patrick Pennie.

Section 1.4 Place of Business. The principal office mailing address of the Corporation shall be located at 13881 Plantation Road, Suite #2, Fort Myers, Florida 33912, or at such other place(s) as the Shareholders shall determine from time to time. The Corporation may also have offices at such other places both within and without the State of Florida as the Shareholders may from time to time determine or the business of the Corporation may require.

ARTICLE II
Business, Purposes, Term of Corporation and Meetings

Section 2.1 Business and Purpose of the Corporation. The primary business of the Corporation is any legal business authorized under the laws of the State of Florida. The Corporation shall also engage in any and all other businesses and activities that are permitted and in which the Shareholders desire the Corporation to engage, and the Corporation is specifically authorized to engage in any and all such businesses and activities. If the Corporation qualifies to do business in a foreign jurisdiction, then it may transact all business and activities permitted in that jurisdiction. There is no jurisdictional restriction upon the assets, business, or activity of the Corporation.

Section 2.2 Term of Corporation. The term of the Corporation commenced on February 19, 2008 and the Corporation shall have perpetual existence, unless sooner terminated as provided in either this Shareholders Agreement or the Act.

Section 2.3 Directors and Officers. For the duration and term of this Agreement, the Shareholders will elect and continue in office as Directors of the Corporation as the following: Patrick Pennie and Emery Smith. □ The Officers of the Corporation shall be: □ Patrick Pennie – Chairman & Treasurer; Emery Smith – Chief Executive Officer & Secretary

Section 2.4 Voting. All of the issued Voting Stock shares are owned by Patrick Pennie 51 shares and Emery Smith 49 shares. The Shareholders shall have voting rights according to their issued shares.

Section 2.5 Checks. All checks or cash deposits or withdrawals, expenditures, or payments of monies must be approved by the Chairman & Treasurer. Checks and instruments for the payment of monies are to be deposited in the Corporation's bank account. All checks drawn upon such account are to be signed by the Chairman & Treasurer.

Section 2.6 Other Qualifications. The Shareholders hereby authorizes the Chairman to execute on his behalf any document (including, any qualification statement or consent to service of process on behalf of the Corporation, and all amendments thereto) and to take any other action that may be necessary or desirable in order to permit the Corporation to do business (or facilitate the doing of business), in any jurisdiction.

ARTICLE III
Allocation of Profits and Losses; Allocation of Tax Items

Section 3.1 Allocation of Profits and Losses; Allocation of Tax Items. All items of Corporation profits and all items of Corporation income, gain, loss, deduction, and credit from Corporation operations shall be allocated to the Shareholders and all items of Corporation profits and all items of Corporation income, gain, loss, deductions and credits from the sale or dissolution of the Corporation shall be allocated among the Shareholders for Corporation

purposes and for federal, state, and local income tax purposes in proportion to their respective Equity Stock ownership; provided, however, that all such items shall in all events be allocated in accordance with the Regulations so that all such allocations comport with the economic interest of the Corporation.

Section 3.2 Allocation with Respect to Contributed Property. If, on the formation of the Corporation, or if, at any time during the term of the Corporation, the Shareholders contribute to the Corporation property with an adjusted basis to the contributing Shareholder which is more or less than the agreed fair market value of the contributed property and which is accepted by the Corporation at the time of its contribution, the taxable income, gain, loss, deduction, or credit with respect to such contributed property for tax purposes only shall be shared among the Shareholders so as to take account of the variation between the basis of the property to the Corporation and its agreed fair market value at the time of contribution.

ARTICLE IV Distributions

Section 4.1 Authorization of Distributions. All distributions of cash or property shall be made at such time and in such amounts as determined by a vote of the Voting Stock Shareholders; provided, however, that the Corporation shall distribute annually to the Equity Stock Shareholders that amount the Voting Stock Shareholders reasonably determine to be necessary and appropriate to enable the Equity Stock Shareholders to pay the Federal income taxes incurred as a result of their ownership of the Equity Stock in the Corporation.

Section 4.2 Manner of Distributions. All distributions of cash or other property to the Equity Stock Shareholders in their capacity shall be made to the Equity Stock Shareholders in proportion to their equity share providing that the Voting Stock Shareholders determine by vote that it is in the best interest of the Corporation to do so. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Equity Stock Shareholder from the Corporation shall be treated as amounts distributed to the relevant Equity Stock Shareholder pursuant to this Section.

ARTICLE V Management of the Corporation

Section 5.1 General. Subject to the provisions of this Agreement, the Chairman shall be responsible for the management of the Corporation. The Chairman shall have the fullest right, power, and authority to manage, direct, and control all of the business affairs of the Corporation, to transact business on its behalf, take any action on behalf of the Corporation believed by the Chairman to be in the best interests of the Corporation, to sign for it or on its behalf and to otherwise to secure the Corporation. The Chairman may designate from time to time the officers of the Corporation who shall serve at the pleasure of the Corporation and shall have the authority and duties assigned to them by the Chairman. Management by the Chairman shall be under the auspices of the Voting Stock Shareholders and in accordance with this Shareholders Agreement. The Chairman shall conduct the day-to-day business of the

Corporation and shall be responsible for the general overall vision of the business and affairs of the Corporation. The Chairman shall also have the authority to take all actions deemed necessary or desirable by them in the daily operations of the Corporation. The Chairman shall serve until their resignation or until one or more successors are elected by the Voting Stock Shareholders in accordance with this Shareholders Agreement.

Section 5.2 Actions Reserved to the Chairman. Except as otherwise provided in this Agreement, the Chairman is authorized to conduct:

- (i) the amendment of the Articles of Organization of the Corporation, or of this Shareholders Agreement;
- (ii) the admission of an additional Shareholder, or any other sale of Stock of the Corporation to another person or entity other than the then-current Shareholders; or the approval of dissociation or withdrawal of any Shareholder;
- (iii) the sale, lease, exchange, or other disposal of all, or substantially all, of the assets of the Corporation;
- (iv) any borrowing, financing, or refinancing from a third party (or series of expenditures or borrowings), or the incurrence of any indebtedness.
- (v) the merger or dissolution of the Corporation;
- (vi) the authorization or issuance of additional Stock or the transfer of Stock to a substitute or transferee Shareholder, as contemplated by this Agreement;
- (vii) any other decision set forth in this Agreement which requires approval of the Chairman.
- (viii) a material change in the character of the business or location of the Corporation as then being conducted;
- (ix) any matter that could result in a material change in the amount or character of the Corporation's contributions to capital, except as otherwise provided in this Agreement;
- (x) the removal or addition of personnel or entities;
- (xi) entering into agreements or contracts of a material nature, which imposes on any Shareholder a material burden inconsistent with the purposes of the Corporation; or

(xii) the making of an assignment for the benefit of creditors; filing a voluntary petition in bankruptcy; filing a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; seeking, consenting to, or acquiescing in the appointment of a trustee, receiver or liquidator of the Corporation or of all or any substantial part of the Corporation's assets.

ARTICLE VI

Limitations on Sale of Stock

Section 6.1 Lifetime Sale of Shares. The ownership and sale of stock in the Corporation are substantially restricted. Except as otherwise provided in this Article, no Shareholder may sell, assign, give, hypothecate, pledge, transfer, bequeath, or otherwise dispose of ("Transfer") any or all of his stock, in whole or in part, voluntarily, involuntarily, by operation of law, or otherwise, to any other person or entity except by sale to the Corporation or the other Shareholder.

Section 6.2 Offer. In the event a Shareholder desires to dispose of his stock in the Corporation, he shall offer by certified mail, return receipt requested, all of his shares to the Corporation and the other Shareholder at the Buy Out Value set forth herein. The Corporation shall have the first option to purchase as many of the shares as it can legally purchase. If the Corporation cannot legally purchase all of the stock or fails to indicate acceptance of the offer by certified mail, return receipt requested, within twenty (20) days from the receipt of the offer, then the remaining Shareholder shall have the option to purchase all or the remaining balance of said shares. The remaining Shareholder, if he desires to purchase the stock as offered, shall indicate his acceptance by certified mail, return receipt requested, to the seller and to the other Shareholder, within thirty (30) days after the receipt of the original offer. Closing shall be held no later than ten (10) days after the purchase price is determined. At closing the selling Shareholder shall deliver to the purchaser, his shares of stock duly endorsed for transfer, with the appropriate transfer tax stamps affixed thereon, together with his resignation as an Officer and Director of the Corporation and an instrument stating that he is terminating any employment agreement with the Corporation. At closing the selling Shareholder shall have the option to purchase any and all life insurance policies owned by the Corporation or the other Shareholder, on his life, at a price equal to the then cash surrender value of such policies or the sum of Ten Dollars (\$10.00), whichever is greater.

Section 6.3 Action in Violation Of This Agreement. In the event the shares of any Shareholder are transferred or disposed of in any manner without complying with the provisions of this Agreement, or if such shares are taken in execution or sold in any voluntary or involuntary legal proceeding, execution sale, bankruptcy, insolvency or in any other manner, the Corporation and the Shareholder shall, upon actual notice thereof, in addition to their rights and remedies under this Agreement, be entitled to purchase such shares from the transferee thereof, under the same terms and conditions set forth in this Agreement as if the transferee had offered to sell such shares, but in no event shall the purchase price exceed the amount paid for the said shares by the transferee if such shares were acquired by the transferee for consideration. The Corporation may, at its option, refuse to transfer on its books and records any shares transferred in violation of this Agreement and such transferred shares shall hold NO voting rights. Any

Shareholder who shall petition any Court for the dissolution of the Corporation, other than pursuant to the specific right to cause the Corporation to be liquidated and dissolved as provided in this Agreement, shall be deemed to have offered his shares for sale under the same terms and conditions as set forth in this Agreement.

Section 6.4 Illegality. If any provision of this Agreement shall be determined by the arbitrators or any Court having jurisdiction, to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall continue in full force and effect as though such invalid, illegal or unenforceable provision or provisions were not originally a part hereof.

Section 6.5 Waiver. No waiver or modification of any of the provisions of this Agreement or any of the rights or remedies of the parties hereto shall be valid unless such change is in writing, signed by the party to be charged therewith. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision.

Section 6.6 Restrictive Covenant. Upon the termination of this Agreement, for any reason whatsoever, neither party shall, for a period of Three (3) years after the termination of this Agreement, work for, own an interest in, operate, join, control, participate in or be connected, either directly or indirectly, as an officer, employee, agent, independent contractor, shareholder or principal of any of the Principals of the Corporation represented by the Corporation during the preceding Two (2) years of this Agreement. Notwithstanding the foregoing, neither party shall, for a period of Three (3) years after termination of this Agreement, undertake, plan or organize with other employees or sales associates of the Corporation, or former employees or sales associates of the Corporation, any business which competes, either directly or indirectly, with the business of the Corporation, and neither party will induce or influence any person who is engaged by the Corporation as an employee or sales associate to terminate his or her employment or to engage or otherwise participate in any business or activity which directly or indirectly competes with the Corporation.

Section 6.7 Leave of Absence. A Shareholder may take a leave of absence upon the terms and conditions set forth herein:

(a) **30 Days.** A Shareholder may take a leave of absence without consequence to salary or participation in profits for a period not to exceed thirty (30) days in any given 12 month period.

(b) **30 to 90 Days.** In the event that a Shareholder takes a leave of absence which exceeds thirty days but is less than 90 days in any given 12 month period, such Shareholder shall forfeit the right to receive any salary after the 90th day, but shall retain the right to share in profits.

(c) **Leave of Absence in Excess of 90 days.** In the event that a Shareholder takes a leave of absence in excess of 90 days in any given 12 month period, then the remaining Shareholder may elect to purchase the absent Shareholder's interest for a price equal to Buy Out Value using a Multiplier of One (1), which is to be paid out in monthly installments over a (36) thirty six month period. Alternatively, the remaining Shareholder may elect to not buy out the absent Shareholder. The absent Shareholder

shall not be paid any salary and forfeits his rights in the Corporation after the 90th day, but shall retain the right to his Equity Stock pro rata share of net profits if the buyout provision set forth herein is not exercised by the remaining Shareholder.

Section 6.8 Automatic Offer to Sell.

(a) Any Shareholder who is a United States citizen not residing in the United States who ceases for any reason to be a United States citizen, and any Shareholder who is not a United States citizen who ceases to be a resident of the United States, shall be deemed automatically to have offered to sell all of his shares in the stock to the Corporation for the Buy Out Value price stated herein. The Corporation shall be deemed automatically to have accepted such offer and such shares shall be canceled and shall become Treasury stock of Corporation. Such cancellation shall be effective on the date immediately before the date of such Shareholder's change in citizenship or residency.

(b) Any filing by or on behalf of the Shareholder of a voluntary petition in bankruptcy or the filing against the Shareholder of an involuntary petition in bankruptcy, under applicable federal or state law, or the Shareholder's attempted use of any provision of federal or state bankruptcy acts, or the attempted assignment of the Shareholder's assets for the benefit of creditors, shall constitute such Shareholder's automatic offer to sell all of his shares to Corporation for the Buy Out Value price stated herein. The Corporation shall be deemed automatically to have accepted such offer, and such shares shall be canceled and shall become Treasury stock in Corporation. Such cancellation shall be effective on the date immediately before the date on which such petition was filed or such Transfer was attempted.

Section 6.9 Death of a Shareholder. For purpose of this Section, the Shareholders will each maintain a life insurance policy paid for by the Corporation with the Corporation retaining the applicable benefits. In the event of the death of Shareholder, the insurance proceeds will be paid to the Corporation. The Corporation will then pay the insurance proceeds to the heirs, successors or assigns of the deceased Shareholder. Following payment of the insurance proceeds, the Corporation automatically acquires the deceased Shareholder's Voting Stock and Equity Stock ownership interests. The payment will be made immediately after the insurance proceeds have been attained by the Corporation. The payment will be made in full, in a single installment.

Section 6.10 Purchase Price. Except as otherwise provided in this Agreement, the each Shareholder and the Corporation agree that the "Buy Out Value" shall be defined as set forth below

- (a) **Buy Out Value.** The "Buy Out Value" is calculated by adding the following components together:
 - (i) such Equity Stock Shareholder's pro rata share of the Corporation's Net Book Value as of the date of the Event; plus

- (ii) such Equity Stock Shareholder's pro rata share of the Corporation's Net Income from the period from January First of the year of the Event to the date of the Event; plus
- (iii) such Equity Stock Shareholder's pro rata share of the Corporation's Net Income for preceding twelve (12) months multiplied by the prescribed Multiplier. The default Multiplier shall be one (1) if not otherwise provided within this Agreement for the applicable circumstance.

(b) **Applicable Date.** Whenever the term "Applicable Date" is used in this Agreement, with respect to a Transfer of stock pursuant to Article VI of this Agreement, it shall mean the last day of the calendar month immediately preceding the month in which the event triggering the Transfer occurred.

(c) **Payment.** The Buy Out Value Purchase Price shall be determined as of the Applicable Date, and shall be paid in accordance with Section 6.12 below.

Section 6.11 Payment of Redemption or Purchase Price. The Purchase Price which is paid in connection with any sale or redemption or Buy Out of a Shareholder's Interests pursuant to this Article VI, shall be paid by the Corporation as follows:

(a) **Cash.** All or any part of the Purchase Price may be paid in cash.

(b) **Promissory Note.** For purposes of this Agreement, the term "Note" shall mean a promissory note delivered by the Corporation to the selling Shareholder, or to his or her legal representative, successor or assign which provides for equal monthly installments of principal and interest over a period to be determined by the Remaining Shareholder using their best discretion as to what is in the best interest of the Corporation, but such term shall not exceed 12 months. Any and all payments of principal or interest may be prepaid without penalty or premium.

(c) **Closing.** The closing of the purchase and sale shall take place within ninety (90) days following the date of the actual (or deemed) triggering event, or as soon as reasonably possible thereafter. The Closing shall take place at the principal office of the Corporation at such reasonable time as designated by the Corporation or at such other time and place as agreed to by the Corporation and the shareholder selling his stock.

ARTICLE VII Amendment of Agreement

Section 7.1 Amendment. Any amendment or supplement to this Agreement shall require the approval of the Voting Stock Shareholders. Any amendment or supplement to this Agreement shall be effective only if in writing and signed by the Voting Stock Shareholders.

ARTICLE VIII
Limitation Of Liability; Indemnification

Section 8.1 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Corporation, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Corporation, and the Shareholders shall not be obligated personally for any such debt, obligation or liability of the Corporation solely by reason of being a Shareholder. The failure of the Corporation to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Shareholders Agreement or the Act shall not be grounds for imposing personal liability on the Shareholders for any debts, liabilities or obligations of the Corporation. Except as otherwise expressly required by law, the Shareholders, in such capacity as such, shall have no liability in excess of (a) the amount of such individual net Capital Contributions, (b) such individual's share of any assets and undistributed profits of the Corporation, and (c) the amount of any distributions required to be returned pursuant to Section 607 of the Act.

Section 8.2 Indemnification. The Corporation (including any receiver or trustee of the Corporation) shall, to the fullest extent provided or allowed by law, indemnify, save harmless and pay all judgments and claims against the Shareholders and each of the agents, affiliates, heirs, legal representatives, successors and assigns (each, an "Indemnified Party") from, against and in respect of any and all liability, loss, damage and expense incurred or sustained by the Indemnified Party in connection with the business of the Corporation or by reason of any act performed or omitted to be performed in connection with the activities of the Corporation or in dealing with third parties on behalf of the Corporation, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss or damage, provided that the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The Corporation shall not pay for any insurance covering liability of the Shareholders or the agents, affiliates, heirs, legal representatives, successors and assigns for actions or omissions for which indemnification is not permitted hereunder; provided, however, that nothing contained herein shall preclude the Corporation from purchasing and paying for such types of insurance, including extended coverage liability and casualty and worker's compensation, as would be customary for any Person owning, managing and/or Shareholders comparable property and engaged in a similar business or from naming the Shareholders and any of the agents, affiliates, heirs, legal representatives, successors or assigns or any Indemnified Party as additional insured parties thereunder.

Section 8.3 Non-Exclusive Right. The provisions of this Article VIII shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be entitled under the Act, common law, or otherwise. Notwithstanding any repeal of this Article VIII or other amendment hereof, its provisions shall be binding upon the Corporation (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or relate to the period prior to any such repeal or amendment of this Article VIII.

ARTICLE IX DISSOLUTION AND TERMINATION

Section 9.1 Events Causing Dissolution. Except as otherwise agreed upon in this Agreement, the Corporation will be dissolved upon the occurrence of any event which is defined to cause a dissolution of the Corporation under the provisions of the Act. However, in the event a Shareholder seeks a judicial dissolution of the Corporation ("Dissolving Shareholder") pursuant to the Act, the remaining Shareholder may purchase such Dissolving Shareholder's interest in exchange for a complete redemption of such Dissolving Shareholder's interest for the Buy Out Value using a Multiplier of One (1) and to be paid in accordance with Section 6.11

Section 9.2 Cash Distributions Upon Dissolution. Upon the dissolution of the Corporation as a result of the occurrence of any of the events set forth in Section 9.1, the Shareholders shall proceed to liquidate the Corporation and the liquidation proceeds will be applied and distributed in the following order of priority:

(a) **Debts and Liabilities.** First, to the payment of debts and liabilities of the Corporation in the order of priority as provided by law (other than any loans or advances that may have been made by the Shareholders to the Corporation) and the expenses of liquidation.

(b) **Reserve.** Second, to the establishment of any reserve that the Shareholder may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Corporation. This reserve maybe paid over by the Shareholder to any attorney at law, or other party acceptable to a Majority in Interest, as escrow agent to be held for disbursement in payment of any of the aforementioned liabilities and, at the expiration of such period as is deemed advisable by the Shareholders, for distribution of the balance, in the manner hereafter provided in this Article 9.

(d) **Loans.** Third, to the repayment of any loans or advances that may have been made by the Shareholders to the Corporation, but if the amount available for that repayment is insufficient, then pro rata on account thereof.

(e) **Remaining Amounts.** Finally, if any amount remains to be distributed for any reason, to the Equity Stock Shareholders in accordance with their pro rata ownership interest.

Section 9.3 Non-Dissolution Events. The death, retirement, resignation, expulsion, bankruptcy, dissociation, or dissolution of a Shareholders shall not cause the dissolution of the Corporation.

ARTICLE X Miscellaneous

Section 10.1 Binding Effect. This Shareholders Agreement shall be binding upon and inure to the benefit of the undersigned, its legal representatives, heirs, successors and assigns.

Section 10.2 Applicable Laws. This Shareholders Agreement and the rights and duties of the Shareholders hereunder shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida and all rights and remedies will be governed by such laws without regard to principles of conflict of laws.

Section 10.3 Headings. The article and section headings in this Shareholders Agreement are inserted as a matter of convenience and are for reference only and shall not be construed to define, limit, extend or describe the scope of this Shareholders Agreement or the intent of any provision.

Section 10.4 Number and Gender. Whenever required by the context hereof, the singular shall include the plural, and vice versa and the masculine gender shall include the feminine and neuter genders, and vice versa.

Section 10.5 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one instrument.

Section 10.6 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 10.7 Legal Representation. Each of the Shareholders expressly acknowledges that Akerman Senterfitt, legal counsel to the Corporation (“Legal Counsel”), prepared this Agreement on behalf of and in the course of said Legal Counsel’s representation of the Corporation.

Section 10.8 Notices. All notices, consents and other communications permitted or required to be given hereunder (i) shall be in writing, (ii) shall be sent by registered or certified mail, return receipt requested, postage prepaid, by hand delivery, by facsimile transmission or by overnight courier, and (iii) shall be deemed given when received by either (x) if intended for the Corporation, the Corporation at its principal place of business, or (y) if intended for a Shareholders, the Shareholders at the address of such Shareholders set forth on the signature pages hereof or otherwise as designated by notice by such Shareholders in the manner provided above.

Section 10.9 Further Assurances. The Shareholders will execute and deliver such further documents and take such further action as may be required to carry out the intent of this Agreement.

Section 10.10 Assignment; Binding Effect. Except as otherwise provided, the rights and obligations of a Shareholders may not be assigned without the prior written consent of the other Shareholders, and this Agreement shall be binding upon and shall inure to the benefit of the respective legal representatives and permitted successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement the day and year first above written, but which shall be deemed to be effective as of July 1, 2010.

CORPORATION:

EMCYTE CORPORATION
a Florida Corporation

By: _____
PATRICK PENNIE, Shareholder

By: _____
EMERY SMITH, Shareholder

EMCYTE CORPORATION

SHAREHOLDERS AGREEMENT

This Shareholders Agreement (the "**Shareholders Agreement**" or the "**Agreement**") is entered into effective as of the 1st day of December, 2013, by and among **EMERY SMITH & PATRICK PENNIE** (collectively "**SHAREHOLDERS**") and **EMCYTE CORPORATION** (the "**Corporation**").

WHEREAS, the issued outstanding Equity Stock shares of the Corporation are owned by Patrick Pennie 50 (fifty) shares and Emery Smith 50 (fifty) shares.

WHEREAS, the Shareholders hereto deem it to be in the best interest of the Corporation to act together concerning the management of the Corporation as well as to make provision for the contingency of the death or disability of any Shareholder and to set forth the manner and method by which a Shareholder may sell his stock during his lifetime.

RECITALS

The Corporation was formed on February 19, 2008, for the purposes set forth herein, and, accordingly, the Shareholders desire to enter into this Shareholders Agreement in order to set forth the terms and conditions of the business and affairs of the Corporation and to determine the rights and obligations of its Shareholders. Any prior Shareholders agreements, or other agreements of any type which are contrary to this Shareholders Agreement are specifically superseded or replaced by this Agreement.

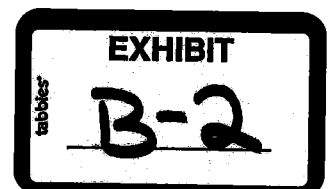
NOW, THEREFORE, the Shareholders, intending to be legally bound by this Shareholders Agreement, hereby agree that the agreement between the Corporation and by and between its Shareholders shall be as follows:

DEFINITION SCHEDULE

The defined terms used in this Agreement will have the meanings specified in the "Definition Schedule" set forth below. Any terms not defined in the Definition Schedule will have the meanings specified in the section of this Agreement in which they first appear.

(a) "Agreement" shall mean this Shareholders Agreement as originally executed and as amended from time to time, and no other writing shall be construed as a Shareholders agreement of the Corporation under the Act.

(b) "Articles" shall mean the Articles of Incorporation of **EMCYTE CORPORATION**, as filed with the Florida Secretary of State, as the same may be amended from time to time.



(c) "Bankruptcy" of a Shareholder shall be deemed to have occurred upon the happening of any of the following: (a) the filing by such Shareholder of an application for, or a consent to, the appointment of a trustee for such Shareholder's assets; (b) the filing by such Shareholder of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they come due; (c) the making by the Shareholder of a general assignment for the benefit of creditors under the Laws of the State of Florida, or otherwise; (d) the filing by the Shareholder of an answer admitting the material allegations of, or its consenting to or defaulting in answering, a bankruptcy petition filed against it in any bankruptcy proceeding; or (e) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating the Shareholder a bankrupt or appointing a trustee of its assets, and such order, judgment or decree continues unstayed and in effect for a period of thirty (30) days.

(d) "Capital Contribution" shall mean any contribution to the capital of the Corporation in cash or property by a Shareholder whenever made.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(f) "Corporation" shall mean **EMCYTE CORPORATION**, a Florida Corporation.

(g) "Losses" means the losses and deductions of the Corporation determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Corporation and as reported separately or in the aggregate, as appropriate, on the tax return of the Corporation filed for federal income tax purposes.

(m) "Net Book Value" shall mean the Book Value of the Corporation's assets, adjusted for depreciation, less the Corporation's liabilities.

(n) "Net Income" shall mean net income before interest, taxes, depreciation and amortization.

(o) "Net Losses" means Losses less Profits.

(p) "Person" shall mean any individual, partnership, corporation, limited liability Corporation, limited liability partnership, unincorporated association, trust or other entity and the heirs, executors, administrators, legal representatives, successors, and assigns of the "Person" when the context so permits.

(q) "Prime Rate" shall mean the prime rate (or base rate) reported in the "Money Rates" column or section of The Wall Street Journal as being the base rate on corporate loans at larger U.S. Money Center banks on the first date on which The Wall Street Journal is published in each month. In the event The Wall Street Journal ceases publication of the Prime Rate, then the "Prime Rate" shall mean the "prime rate" or "base rate" announced by the bank with which the Corporation has its principal banking relationship (whether or not such rate has actually been charged by that bank). In the event that bank discontinues the practice of announcing that rate, Prime Rate shall mean the highest rate charged by that bank on short-term, unsecured loans to its most credit-worthy large corporate borrowers.

(r) "Profits" means the income and gains of the Corporation determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Corporation and as reported separately or in the aggregate, as appropriate, on the tax return of the Corporation filed for federal income tax purposes.

(s) "Treasury Regulations" shall mean proposed, temporary, and final regulations promulgated under the Code, in effect as of the date of filing the Articles, and the corresponding sections of any regulations subsequently issued that amend or supersede those regulations.

(t) "Equity Stock" is the 100 issued and outstanding shares of Corporation's par value Common Stock. All such additional shares of the Stock shall be issued bearing the restrictive endorsement required by this Agreement.

(u) "Voting Stock" is the 100 issued and outstanding shares of Corporation's Voting Stock. All such additional shares of the Stock shall be issued bearing the restrictive endorsement required by this Agreement.

ARTICLE I

Name; Formation;

Registered Agent and Address; and Place of Business

Section 1.1 Name. The name of the Corporation is **EMCYTE CORPORATION**.

Section 1.2 Formation. The Shareholders hereby:

(a) Acknowledge the formation of the Corporation as a Corporation by virtue of the Articles of Incorporation filed with the Florida Department of State and

(b) Confirm and agree to the status as the Shareholders and the subscription for Interests in the Corporation upon the terms and conditions set forth in this Shareholders Agreement; and

(c) Execute and adopt this Shareholders Agreement as the agreement by and between the Corporation and its Shareholders.

Section 1.3 Registered Agent. The registered office is located at 13881 Plantation Road, Suite #2, Fort Myers, Florida 33912, and its agent at such office is Patrick Pennie.

Section 1.4 Place of Business. The principal office mailing address of the Corporation shall be located at 13881 Plantation Road, Suite #2, Fort Myers, Florida 33912, or at such other place(s) as the Shareholders shall determine from time to time. The Corporation may also have offices at such other places both within and without the State of Florida as the Shareholders may from time to time determine or the business of the Corporation may require.

ARTICLE II
Business, Purposes, Term of Corporation and Meetings

Section 2.1 Business and Purpose of the Corporation. The primary business of the Corporation is any legal business authorized under the laws of the State of Florida. The Corporation shall also engage in any and all other businesses and activities that are permitted and in which the Shareholders desire the Corporation to engage, and the Corporation is specifically authorized to engage in any and all such businesses and activities. If the Corporation qualifies to do business in a foreign jurisdiction, then it may transact all business and activities permitted in that jurisdiction. There is no jurisdictional restriction upon the assets, business, or activity of the Corporation.

Section 2.2 Term of Corporation. The term of the Corporation commenced on February 19, 2008 and the Corporation shall have perpetual existence, unless sooner terminated as provided in either this Shareholders Agreement or the Act.

Section 2.3 Directors and Officers. For the duration and term of this Agreement, the Shareholders will elect and continue in office as Directors of the Corporation as the following: Patrick Pennie and Emery Smith. The Officers of the Corporation shall be: Patrick Pennie – Co-Chairman & Treasurer; Emery Smith – Chief Executive Officer Co-Chairman & Secretary

Section 2.4 Voting. All of the issued Voting Stock shares are owned by Patrick Pennie ~~51~~ fifty (50) shares and Emery Smith ~~fifty 49~~ (50) shares. The Shareholders shall have voting rights according to their issued shares.

Section 2.5 Checks. All checks or cash deposits or withdrawals, expenditures, or payments of monies must be approved by the Chairman ~~&~~ and Treasurer. Checks and instruments for the payment of monies are to be deposited in the Corporation's bank account. All checks drawn upon such account are to be signed by the Chairman ~~and~~ & Treasurer.

Section 2.6 Other Qualifications. The Shareholders hereby authorizes the Chairman mean to execute on ~~his~~ the Corporation's behalf any document (including, any qualification statement or consent to service of process on behalf of the Corporation, and all amendments thereto) and to take any other action that may be necessary or desirable in order to permit the Corporation to do business (or facilitate the doing of business), in any jurisdiction.

ARTICLE III
Allocation of Profits and Losses; Allocation of Tax Items

Section 3.1 Allocation of Profits and Losses; Allocation of Tax Items. All items of Corporation profits and all items of Corporation income, gain, loss, deduction, and credit from Corporation operations shall be allocated to the Shareholders and all items of Corporation profits and all items of Corporation income, gain, loss, deductions and credits from the sale or dissolution of the Corporation shall be allocated among the Shareholders for Corporation purposes and for federal, state, and local income tax purposes in proportion to their respective Equity Stock ownership; provided, however, that all such items shall in all events be allocated in

accordance with the Regulations so that all such allocations comport with the economic interest of the Corporation.

Section 3.2 Allocation with Respect to Contributed Property. If, on the formation of the Corporation, or if, at any time during the term of the Corporation, the Shareholders contribute to the Corporation property with an adjusted basis to the contributing Shareholder which is more or less than the agreed fair market value of the contributed property and which is accepted by the Corporation at the time of its contribution, the taxable income, gain, loss, deduction, or credit with respect to such contributed property for tax purposes only shall be shared among the Shareholders so as to take account of the variation between the basis of the property to the Corporation and its agreed fair market value at the time of contribution.

ARTICLE IV Distributions

Section 4.1 Authorization of Distributions. All distributions of cash or property shall be made at such time and in such amounts as mutually determined by ~~the a vote of the Voting Stock Shareholders~~ Shareholders; provided, however, that the Corporation shall distribute annually to the Equity Stock Shareholders that amount the ~~Voting Stock Shareholders~~ reasonably determine to be necessary and appropriate to enable the ~~Equity Stock Shareholders~~ to pay the Federal income taxes incurred as a result of their ownership of the Equity Stock in the Corporation.

Section 4.2 Manner of Distributions. All distributions of cash or other property to the ~~Equity Stock Shareholders in their capacity~~ shall be made to the ~~Equity Stock Shareholders~~ in proportion to their equity share ~~providing that the Voting Stock Shareholders determine by vote that it is in the best interest of the Corporation to do so.~~ All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the ~~Equity Stock Shareholder~~ from the Corporation shall be treated as amounts distributed to the relevant ~~Equity Stock Shareholder~~ pursuant to this Section.

ARTICLE V Management of the Corporation

Section 5.1 General. Subject to the provisions of this Agreement, the Chairmean shall be responsible for the management of the Corporation. The ~~Chairman Chairmen~~ shall have the fullest right, power, and authority to manage, direct, and control all of the business affairs of the Corporation, to transact business on its behalf, take any action on behalf of the Corporation believed by the ~~Chairman Chairmen~~ to be in the best interests of the Corporation, to sign for it or on its behalf and to otherwise to secure the Corporation. The ~~Chairman Chairmen~~ may designate from time to time the officers of the Corporation who shall serve at the pleasure of the Corporation and shall have the authority and duties assigned to them by the ~~Chairman Chairmen~~. Management by the ~~Chairman Chairmen~~ shall be under the auspices of the ~~Voting Stock Shareholders~~ and in accordance with this Shareholders Agreement. The ~~Chairman Chairmen~~ shall conduct the day-to-day business of the Corporation and shall be responsible for the general

overall vision of the business and affairs of the Corporation. The ~~Chairman~~ Chairmen shall also have the authority to take all actions deemed necessary or desirable by them in the daily operations of the Corporation. The ~~Chairman~~ Chairmen shall serve until their resignation or until one or more successors are elected by the ~~Voting Stock~~ Shareholders in accordance with this Shareholders Agreement.

Section 5.2 Actions Reserved to the Chairman. Except as otherwise provided in this Agreement, upon the mutual consent of the Chairmen, the ~~Chairman~~ Chairmen ~~is~~ are authorized to conduct:

(i) the amendment of the Articles of Organization of the Corporation, or of this Shareholders Agreement;

(ii) the admission of an additional Shareholder, or any other sale of Stock of the Corporation to another person or entity other than the then-current Shareholders; or the approval of dissociation or withdrawal of any Shareholder;

(iii) the sale, lease, exchange, or other disposal of all, or substantially all, of the assets of the Corporation;

(iv) any borrowing, financing, or refinancing from a third party (or series of expenditures or borrowings), or the incurrence of any indebtedness.

(v) the merger or dissolution of the Corporation;

(vi) the authorization or issuance of additional Stock or the transfer of Stock to a substitute or transferee Shareholder, as contemplated by this Agreement;

(vii) any other decision set forth in this Agreement which requires approval of the Chairman.

(viii) a material change in the character of the business or location of the Corporation as then being conducted;

(ix) any matter that could result in a material change in the amount or character of the Corporation's contributions to capital, except as otherwise provided in this Agreement;

(x) the removal or addition of personnel or entities;

(xi) entering into agreements or contracts of a material nature, which imposes on any Shareholder a material burden inconsistent with the purposes of the Corporation; or

(xii) the making of an assignment for the benefit of creditors; filing a voluntary petition in bankruptcy; filing a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; seeking, consenting to, or acquiescing in the appointment of a trustee, receiver or liquidator of the Corporation or of all or any substantial part of the Corporation's assets.

ARTICLE VI

Limitations on Sale of Stock

Section 6.1 Lifetime Sale of Shares. The ownership and sale of stock in the Corporation are substantially restricted. Except as otherwise provided in this Article, no Shareholder may sell, assign, give, hypothecate, pledge, transfer, bequeath, or otherwise dispose of ("Transfer") any or all of his stock, in whole or in part, voluntarily, involuntarily, by operation of law, or otherwise, to any other person or entity except by sale to the Corporation or the other Shareholder.

Section 6.2 Offer. In the event a Shareholder desires to dispose of his stock in the Corporation, he shall offer by certified mail, return receipt requested, all of his shares to the Corporation and the other Shareholder at the Buy Out Value set forth herein. The Corporation shall have the first option to purchase as many of the shares as it can legally purchase. If the Corporation cannot legally purchase all of the stock or fails to indicate acceptance of the offer by certified mail, return receipt requested, within twenty (20) days from the receipt of the offer, then the remaining Shareholder shall have the option to purchase all or the remaining balance of said shares. The remaining Shareholder, if he desires to purchase the stock as offered, shall indicate his acceptance by certified mail, return receipt requested, to the seller and to the other Shareholder, within thirty (30) days after the receipt of the original offer. Closing shall be held no later than ten (10) days after the purchase price is determined. At closing the selling Shareholder shall deliver to the purchaser, his shares of stock duly endorsed for transfer, with the appropriate transfer tax stamps affixed thereon, together with his resignation as an Officer and Director of the Corporation and an instrument stating that he is terminating any employment agreement with the Corporation. At closing the selling Shareholder shall have the option to purchase any and all life insurance policies owned by the Corporation or the other Shareholder, on his life, at a price equal to the then cash surrender value of such policies or the sum of Ten Dollars (\$10.00), whichever is greater.

Section 6.3 Action in Violation Of This Agreement. In the event the shares of any Shareholder are transferred or disposed of in any manner without complying with the provisions of this Agreement, or if such shares are taken in execution or sold in any voluntary or involuntary legal proceeding, execution sale, bankruptcy, insolvency or in any other manner, the Corporation and the Shareholder shall, upon actual notice thereof, in addition to their rights and remedies under this Agreement, be entitled to purchase such shares from the transferee thereof, under the same terms and conditions set forth in this Agreement as if the transferee had offered to sell such shares, but in no event shall the purchase price exceed the amount paid for the said shares by the transferee if such shares were acquired by the transferee for consideration. The Corporation may, at its option, refuse to transfer on its books and records any shares transferred in violation of this Agreement and such transferred shares shall hold NO voting rights. Any

Shareholder who shall petition any Court for the dissolution of the Corporation, other than pursuant to the specific right to cause the Corporation to be liquidated and dissolved as provided in this Agreement, shall be deemed to have offered his shares for sale under the same terms and conditions as set forth in this Agreement.

Section 6.4 Illegality. If any provision of this Agreement shall be determined by the arbitrators or any Court having jurisdiction, to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall continue in full force and effect as though such invalid, illegal or unenforceable provision or provisions were not originally a part hereof.

Section 6.5 Waiver. No waiver or modification of any of the provisions of this Agreement or any of the rights or remedies of the parties hereto shall be valid unless such change is in writing, signed by the party to be charged therewith. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision.

~~**Section 6.6 Restrictive Covenant.** Upon the termination of this Agreement, for any reason whatsoever, neither party shall, for a period of Three (3) years after the termination of this Agreement, work for, own an interest in, operate, join, control, participate in or be connected, either directly or indirectly, as an officer, employee, agent, independent contractor, shareholder or principal of any of the Principals of the Corporation represented by the Corporation during the preceding Two (2) years of this Agreement. Notwithstanding the foregoing, neither party shall, for a period of Three (3) years after termination of this Agreement, undertake, plan or organize with other employees or sales associates of the Corporation, or former employees or sales associates of the Corporation, any business which competes, either directly or indirectly, with the business of the Corporation, and neither party will induce or influence any person who is engaged by the Corporation as an employee or sales associate to terminate his or her employment or to engage or otherwise participate in any business or activity which directly or indirectly competes with the Corporation.~~

~~**Section 6.7**~~**Section 6.6 Leave of Absence.** A Shareholder may take a leave of absence upon the terms and conditions set forth herein:

(a) **30 Days.** A Shareholder may take a leave of absence without consequence to salary or participation in profits for a period not to exceed thirty (30) days in any given 12 month period.

(b) **30 to 90 Days.** In the event that a Shareholder takes a leave of absence which exceeds thirty days but is less than 90 days in any given 12 month period, such Shareholder shall forfeit the right to receive any salary after the 90th day, but shall retain the right to share in profits.

(c) **Leave of Absence in Excess of 90 days.** In the event that a Shareholder takes a leave of absence in excess of 90 days in any given 12 month period, then the remaining Shareholder may elect to purchase the absent Shareholder's interest for a price equal to Buy Out Value using a Multiplier of One (1), which is to be paid out in monthly installments over a (36) thirty six month period. Alternatively, the remaining Shareholder may elect to not buy out the absent Shareholder. The absent Shareholder

shall not be paid any salary and forfeits his rights in the Corporation after the 90th day, but shall retain the right to his Equity Stock pro rata share of net profits if the buyout provision set forth herein is not exercised by the remaining Shareholder.

~~Section 6.8~~ **Section 6.7 Automatic Offer to Sell.**

(a) Any Shareholder who is a United States citizen not residing in the United States who ceases for any reason to be a United States citizen, and any Shareholder who is not a United States citizen who ceases to be a resident of the United States, shall be deemed automatically to have offered to sell all of his shares in the stock to the Corporation for the Buy Out Value price stated herein. The Corporation shall be deemed automatically to have accepted such offer and such shares shall be canceled and shall become Treasury stock of Corporation. Such cancellation shall be effective on the date immediately before the date of such Shareholder's change in citizenship or residency.

(b) Any filing by or on behalf of the Shareholder of a voluntary petition in bankruptcy or the filing against the Shareholder of an involuntary petition in bankruptcy, under applicable federal or state law, or the Shareholder's attempted use of any provision of federal or state bankruptcy acts, or the attempted assignment of the Shareholder's assets for the benefit of creditors, shall constitute such Shareholder's automatic offer to sell all of his shares to Corporation for the Buy Out Value price stated herein. The Corporation shall be deemed automatically to have accepted such offer, and such shares shall be canceled and shall become Treasury stock in Corporation. Such cancellation shall be effective on the date immediately before the date on which such petition was filed or such Transfer was attempted.

~~Section 6.9~~ **Section 6.8 Death of a Shareholder.** For purpose of this Section, the Shareholders will each maintain a life insurance policy paid for by the Corporation with the Corporation retaining the applicable benefits. In the event of the death of Shareholder, the insurance proceeds will be paid to the Corporation. The Corporation will then pay the insurance proceeds to the heirs, successors or assigns of the deceased Shareholder. Following payment of the insurance proceeds, the Corporation automatically acquires the deceased Shareholder's Voting Stock and Equity Stock ownership interests. The payment will be made immediately after the insurance proceeds have been attained by the Corporation. The payment will be made in full, in a single installment.

~~Section 6.10~~ **Section 6.9 Purchase Price.** Except as otherwise provided in this Agreement, the each Shareholder and the Corporation agree that the "Buy Out Value" shall be defined as set forth below

- (a) **Buy Out Value.** The "Buy Out Value" is calculated by adding the following components together:
 - (i) such Equity Stock Shareholder's pro rata share of the Corporation's Net Book Value as of the date of the Event; plus

- (ii) such Equity Stock Shareholder's pro rata share of the Corporation's Net Income from the period from January First of the year of the Event to the date of the Event; plus
- (iii) such Equity Stock Shareholder's pro rata share of the Corporation's Net Income for preceding twelve (12) months multiplied by the prescribed Multiplier. The default Multiplier shall be one (1) if not otherwise provided within this Agreement for the applicable circumstance.

(b) **Applicable Date.** Whenever the term "Applicable Date" is used in this Agreement, with respect to a Transfer of stock pursuant to Article VI of this Agreement, it shall mean the last day of the calendar month immediately preceding the month in which the event triggering the Transfer occurred.

(c) **Payment.** The Buy Out Value Purchase Price shall be determined as of the Applicable Date, and shall be paid in accordance with Section 6.12 below.

~~Section 6.11~~ **Section 6.10 Payment of Redemption or Purchase Price.** The Purchase Price which is paid in connection with any sale or redemption or Buy Out of a Shareholder's Interests pursuant to this Article VI, shall be paid by the Corporation as follows:

(a) **Cash.** All or any part of the Purchase Price may be paid in cash.

(b) **Promissory Note.** For purposes of this Agreement, the term "Note" shall mean a promissory note delivered by the Corporation to the selling Shareholder, or to his or her legal representative, successor or assign which provides for equal monthly installments of principal and interest over a period to be determined by the Remaining Shareholder using their best discretion as to what is in the best interest of the Corporation, but such term shall not exceed 12 months. Any and all payments of principal or interest may be prepaid without penalty or premium.

(c) **Closing.** The closing of the purchase and sale shall take place within ninety (90) days following the date of the actual (or deemed) triggering event, or as soon as reasonably possible thereafter. The Closing shall take place at the principal office of the Corporation at such reasonable time as designated by the Corporation or at such other time and place as agreed to by the Corporation and the shareholder selling his stock.

ARTICLE VII Amendment of Agreement

Section 7.1 Amendment. Any amendment or supplement to this Agreement shall require the approval of the ~~Voting Stock~~ Shareholders. Any amendment or supplement to this Agreement shall be effective only if in writing and signed by the ~~Voting Stock~~ Shareholders.

ARTICLE VIII

Limitation Of Liability; Indemnification

Section 8.1 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Corporation, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Corporation, and the Shareholders shall not be obligated personally for any such debt, obligation or liability of the Corporation solely by reason of being a Shareholder. The failure of the Corporation to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Shareholders Agreement or the Act shall not be grounds for imposing personal liability on the Shareholders for any debts, liabilities or obligations of the Corporation. Except as otherwise expressly required by law, the Shareholders, in such capacity as such, shall have no liability in excess of (a) the amount of such individual net Capital Contributions, (b) such individual's share of any assets and undistributed profits of the Corporation, and (c) the amount of any distributions required to be returned pursuant to Section 607 of the Act.

Section 8.2 Indemnification. The Corporation (including any receiver or trustee of the Corporation) shall, to the fullest extent provided or allowed by law, indemnify, save harmless and pay all judgments and claims against the Shareholders and each of the agents, affiliates, heirs, legal representatives, successors and assigns (each, an "Indemnified Party") from, against and in respect of any and all liability, loss, damage and expense incurred or sustained by the Indemnified Party in connection with the business of the Corporation or by reason of any act performed or omitted to be performed in connection with the activities of the Corporation or in dealing with third parties on behalf of the Corporation, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss or damage, provided that the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The Corporation shall not pay for any insurance covering liability of the Shareholders or the agents, affiliates, heirs, legal representatives, successors and assigns for actions or omissions for which indemnification is not permitted hereunder; provided, however, that nothing contained herein shall preclude the Corporation from purchasing and paying for such types of insurance, including extended coverage liability and casualty and worker's compensation, as would be customary for any Person owning, managing and/or Shareholders comparable property and engaged in a similar business or from naming the Shareholders and any of the agents, affiliates, heirs, legal representatives, successors or assigns or any Indemnified Party as additional insured parties thereunder.

Section 8.3 Non-Exclusive Right. The provisions of this Article VIII shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be entitled under the Act, common law, or otherwise. Notwithstanding any repeal of this Article VIII or other amendment hereof, its provisions shall be binding upon the Corporation (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or relate to the period prior to any such repeal or amendment of this Article VIII.

ARTICLE IX
DISSOLUTION AND TERMINATION

Section 9.1 Events Causing Dissolution. Except as otherwise agreed upon in this Agreement, the Corporation will be dissolved upon the occurrence of any event which is defined to cause a dissolution of the Corporation under the provisions of the Act. However, in the event a Shareholder seeks a judicial dissolution of the Corporation ("Dissolving Shareholder") pursuant to the Act, the remaining Shareholder may purchase such Dissolving Shareholder's interest in exchange for a complete redemption of such Dissolving Shareholder's interest for the Buy Out Value using a Multiplier of One (1) and to be paid in accordance with Section 6.11

Section 9.2 Cash Distributions Upon Dissolution. Upon the dissolution of the Corporation as a result of the occurrence of any of the events set forth in Section 9.1, the Shareholders shall proceed to liquidate the Corporation and the liquidation proceeds will be applied and distributed in the following order of priority:

(a) **Debts and Liabilities.** First, to the payment of debts and liabilities of the Corporation in the order of priority as provided by law (other than any loans or advances that may have been made by the Shareholders to the Corporation) and the expenses of liquidation.

(b) **Reserve.** Second, to the establishment of any reserve that the Shareholder may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Corporation. This reserve maybe paid over by the Shareholder to any attorney at law, or other party acceptable to a Majority in Interest, as escrow agent to be held for disbursement in payment of any of the aforementioned liabilities and, at the expiration of such period as is deemed advisable by the Shareholders, for distribution of the balance, in the manner hereafter provided in this Article 9.

(d) **Loans.** Third, to the repayment of any loans or advances that may have been made by the Shareholders to the Corporation, but if the amount available for that repayment is insufficient, then pro rata on account thereof.

(e) **Remaining Amounts.** Finally, if any amount remains to be distributed for any reason, to the Equity Stock Shareholders in accordance with their pro rata ownership interest.

Section 9.3 Non-Dissolution Events. The death, retirement, resignation, expulsion, bankruptcy, dissociation, or dissolution of a Shareholders shall not cause the dissolution of the Corporation.

ARTICLE X
Miscellaneous

Section 10.1 Binding Effect. This Shareholders Agreement shall be binding upon and inure to the benefit of the undersigned, its legal representatives, heirs, successors and assigns.

Section 10.2 Applicable Laws. This Shareholders Agreement and the rights and duties of the Shareholders hereunder shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida and all rights and remedies will be governed by such laws without regard to principles of conflict of laws.

Section 10.3 Headings. The article and section headings in this Shareholders Agreement are inserted as a matter of convenience and are for reference only and shall not be construed to define, limit, extend or describe the scope of this Shareholders Agreement or the intent of any provision.

Section 10.4 Number and Gender. Whenever required by the context hereof, the singular shall include the plural, and vice versa and the masculine gender shall include the feminine and neuter genders, and vice versa.

Section 10.5 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one instrument.

Section 10.6 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 10.7 Legal Representation. Each of the Shareholders expressly acknowledges that Akerman Senterfitt, legal counsel to the Corporation ("Legal Counsel"), prepared this Agreement on behalf of and in the course of said Legal Counsel's representation of the Corporation.

Section 10.8 Notices. All notices, consents and other communications permitted or required to be given hereunder (i) shall be in writing, (ii) shall be sent by registered or certified mail, return receipt requested, postage prepaid, by hand delivery, by facsimile transmission or by overnight courier, and (iii) shall be deemed given when received by either (x) if intended for the Corporation, the Corporation at its principal place of business, or (y) if intended for a Shareholders, the Shareholders at the address of such Shareholders set forth on the signature pages hereof or otherwise as designated by notice by such Shareholders in the manner provided above.

Section 10.9 Further Assurances. The Shareholders will execute and deliver such further documents and take such further action as may be required to carry out the intent of this Agreement.

Section 10.10 Assignment; Binding Effect. Except as otherwise provided, the rights and obligations of a Shareholders may not be assigned without the prior written consent of the other Shareholders, and this Agreement shall be binding upon and shall inure to the benefit of the respective legal representatives and permitted successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement the day and year first above written, but which shall be deemed to be effective as of July 1, 2010.

CORPORATION:

EMCYTE CORPORATION
a Florida Corporation

By: _____
PATRICK PENNIE, Shareholder

By: _____
EMERY SMITH, Shareholder

**EMCTYE CORPORATION
CORPORATE STOCKHOLDERS AGREEMENT**

This agreement is made between **EMCTYE CORPORATION**, a Florida Corporation (hereinafter referred to as “Corporation”), and Emery Smith and Patrick Pennie (herein collectively referred to as the “Stockholders” and individually as “Stockholder”).

1. **RECITALS**

- 1.1 **Corporation.** The corporation is a Florida corporation engaged in the business of, among other things, biotechnology which maintains its principal place of business at 13881 Plantation Road, Suite #2, Fort Myers, Florida 33912. The corporation is authorized under its Articles of Incorporation to issue one hundred (100) shares of common stock, having a one dollar par value, of which one hundred (100) shares are issued and outstanding (the “shares”).
- 1.2 **Stockholders.** The stockholders are the owners of all of the issued and outstanding shares of stock of the corporation. **Emery Smith**, is the owner of fifty (50) common shares of the corporation and **Patrick Pennie**, is the owner of fifty (50) common shares of the corporation.
- 1.3 **Need for Restrictions.** In consideration of the above the parties therefore believe that it will be to their best interest to impose partial restrictions on the transfer of the shares of the corporation and to provide for the purchase and sale of the shares in the event that a stockholder no longer wishes to be associated with the other, a Stockholder shall be incompetent, or a Stockholder shall die.
- 1.4 **Warranties.** The parties agree that the foregoing recitals are true and correct.

2 **RESTRICTIONS ON TRANSFER**

- 2.1 **Current Shares.** The parties do not want the current shares to be made generally available to persons other than the present stockholders. Therefore, no stockholder shall transfer any of his shares in the corporation except as expressly permitted by this Agreement. For purposes of this Agreement, “transfer” shall be construed as



broadly as the law shall allow, and shall include any change of legal or beneficial ownership with respect to such shares or the creation of a security interest by any means. Any transfer made in connection with the foreclosure of a security interest shall constitute a separate transfer.

- 2.2 **Additional Shares.** The stockholders agree that any additional shares of the corporation acquired by any stockholder shall also become subject to this Agreement.
- 2.3 **Transfers Void.** A transfer in violation of this Agreement shall be null and void.
- 2.4 **Injunctive Relief.** Each stockholder acknowledges that it is difficult to measure damage to the stockholders from any breach by a stockholder of the provisions of this Section, and that monetary damages would be an inadequate remedy for any such breach. Accordingly, each stockholder shall be entitled in addition to all other available remedies in law or in equity, to an injunction or other appropriate orders that may be available to restrain any breach of Section two (2) without showing or proving actual damage.
- 2.5 **Endorsement and Transfer of Certificate.** Each stock certificate representing shares now, or hereafter, held by the stockholders shall be inscribed substantially as follows:
- 2.5.1 “The transfer of shares represented by this certificate is restricted under the terms of the Corporate Stockholder Agreement dated _____, 2013, a copy of which is on file at the offices of the corporation.”
- 2.5.2 The corporation will not transfer any certificate without first receiving an opinion of counsel, acceptable to the board of directors or its agents, that the proposed transfer will not adversely affect the corporation’s federal S corporation status for tax purposes and is made in compliance with this Agreement.
- 2.5.3 Counsel shall possess and maintain the blank certificates and shall not issue any stock certificate without written instructions from the Chairman of the

Board of Directors to issue a stock certificate.

3 **SALE TO THIRD PARTIES.**

3.1 **Notice To Offer.** A stockholder may not transfer all or any portion of his common shares in the corporation to any person without delivering an offer to the other stockholders with respect to any shares, or any portion thereof, that the stockholder proposes to transfer, "offer" means any written notice by the stockholder specifying all of the following:

3.1.1 The stockholder's intention to transfer shares;

3.1.2 The number of shares that the stockholder proposes to transfer;

3.1.3 The name, address and telephone number of the proposed transferee;

3.1.4 The price that the transferee proposes to pay to the stockholder for each share to be transferred together with the terms and conditions of the proposed transfer, and;

3.1.5 The business or occupation of the person to whom such shares of stock would be transferred, and any other facts that are or would reasonably be deemed material to the proposed transfer.

3.2 **Stockholder Purchase.** Within 45 days after receipt of the offer, each Stockholder shall have the right to purchase the remaining shares in proportion to their respective percentage ownership of the issued and outstanding shares of the corporation, excluding the offered shares and the interest of any stockholder electing not to participate in the purchase of the remaining shares, or in such other proportion as they shall agree upon, and on the same terms and conditions, as the offer.

3.3 **Sale To Third Party.** If the shares offered by the transferring stockholder are not purchased by the other stockholders within the time period specified above. The transferring stockholder may transfer his shares to the transferee, provided that said transfer otherwise complies with any restriction on transfer contained in the corporation's Articles of Incorporation and/or Bylaws and that the proposed

transferee agrees to sign an agreement containing substantially the same terms as are contained in this Agreement.

4 **MANDATORY PURCHASE.**

4.1 **Insurance Policies.** In the event that the stockholders elect to fund the purchase of the shares of stock of a deceased stockholder with proceeds of a life insurance policy or policies, then the provisions of paragraph five (5), below shall control over any conflicting provision in this paragraph.

4.2 **Redemption.** Within a period commencing with the death or adjudicated incompetence of any stockholder and ending one hundred eighty (180) days following the qualification of that stockholder's personal representative or guardian, the corporation shall purchase and redeem all the deceased or incompetent stockholder shares of the corporation at the price provided by paragraph four point four (4.4) and four point five (4.5), as may be applicable, unless to do so would cause a remaining stockholder to acquire a controlling interest. In such instances the remaining stockholders shall provide such number of shares which will cause each to own an equal number of the issued and outstanding shares of the common stock of the corporation at the price and on the terms provided by paragraph four point three (4.3), and the balance shall be redeemed by the corporation in accordance with the terms above.

4.3 **Cross Purchase.** If the remaining Stockholders elect to purchase shares of stock, it shall be done in a proportion which will cause each to own an equal number of the issued and outstanding shares of common stock of the corporation, shall purchase all of the deceased or incompetent stockholder's shares that the corporation is legally unable to purchase at the price per share pursuant to paragraphs 4.4 and 4.5, as maybe applicable, on the following terms:

4.3.1 A down payment of twenty-five percent (25%) of such purchase price shall be paid on the date on which the remaining stockholder purchases the shares; and,

4.3.2 The balance of such purchase price shall be paid in equal monthly installments, including interest at a fixed rate of prime plus 1% (the Prime Rate shall be the Wall Street Journal Prime Rate as published) for the month on the date that such shares are purchased by the remaining stockholders. Interest shall be compounded annually. Such installment payments shall commence on the last day of the month following the date on which the remaining stockholders purchase the shares, and equal payments shall be made each month thereafter until the purchase price is paid in full, except that the final payment shall be in an amount equal to the remaining amount due. All, or any part, of the unpaid balance of the purchase price may be prepaid without a penalty at any time. On the date of the purchase of such shares, each purchaser of such shares shall deliver to the legal representative of the deceased or incompetent stockholder a Promissory Note evidencing the unpaid balance of the purchase price containing the payment terms herein provided. Such Promissory Note shall contain commercially reasonable terms, such as the right to accelerate the balance in the event of default and the right to a reasonable attorney fees and court costs in the event such a default results in litigation.

4.3.3 Nothing in this section shall preclude the parties to the sale from agreeing to transfer property (other than cash or promissory notes) as partial or complete consideration for the payment of the purchase price.

4.4 **Determination of Purchase Price.** Unless and until changed, it is agreed that for the purpose of determining the purchase price to be paid for the interest of a stockholder under this Agreement who dies or is adjudicated incompetent, the value of each share of stock shall be the "Adjusted Book Value" of the corporation divided by the number of outstanding shares. The exact amount of the corporation shall be determined by the accounting service employed by the corporation for servicing and maintaining the books of the corporation, or if none, then by an accountant employed for such purposes, and upon such accountants determining

the book value of the corporation such determination shall be binding upon the corporation and all Stockholders, unless notice of a dispute and a demand of arbitration are received within thirty (30) days of the accountant's determination. The determination of book value shall be made in accordance with the "Generally Accepted Accounting Principles" and the following shall be observed:

- 4.4.1 All accounts payable shall be taken at face amounts, less a reasonable discount, and all receivable shall be taken at face amounts with a reasonable reserve for bad debts, which will be determined by an average of the past two-years accounting.
- 4.4.2 All machinery, fixtures and equipment shall be taken at the value appearing on the books of the corporation, and not market value.
- 4.4.3 Inventory of merchandise and supplies shall be computed at invoice cost and not market value.
- 4.4.4 All unpaid and accrued taxes shall be treated as a liability.
- 4.4.5 A reasonable value shall be determined according to generally accepted accounting principles to establish the value of good will, trade name, and other associated intangible property owned by the corporation.
- 4.4.6 In determining the value of each share of stock, the value of any real estate owned by the corporation shall not be the "book value," but shall rather be the "fair market value" which shall be established by an appraiser appointed by the joint written direction of the stockholder, his or her personal representative or guardian, and the remaining stockholder or stockholders within thirty (30) days after notice of the obligation to sell. If the selling stockholder or his personal representative or guardian and the remaining stockholders are unable to agree on a single appraiser, then each party shall appoint a mediator. The two mediators shall meet and appoint a single mediator.

4.5 **Agreed Value.** Notwithstanding the provisions of paragraph four point four (4.4), the stockholders may, at any time, fix the value of the shares of the corporation by executing an amendment to this Agreement signed by each stockholder and filed in the records of the corporation as, "The Agreed Value." If at any time it becomes necessary to determine the adjusted book value, such amendment to this Agreement stating the agreed value shall be binding upon the parties for the determination of the adjusted book value, provided that such statement of agreed value is dated less than twelve (12) months before the date at which the share adjusted book value is to be determined. In no event shall a statement of agreed value be effective unless it is signed by all of the stockholders. The stockholders may at any time execute a new statement of agreed value. This shall serve to automatically replace all prior statements of agreed value.

5 **BUY/SELL OPTION.** At any time following the first anniversary of the effective date of this Agreement, either Stockholder may give written notice (the "Buy/Sell Notice") to the other Stockholder stating a price per share and state that the Buy/Sell Notice is delivered pursuant to the provisions of this Section. The Buy/Sell Notice shall be deemed an offer by the notifying Stockholder to sell to the notified Stockholder all of the issued and outstanding shares of the notifying Member or to buy from the notified Stockholder all of the issued and outstanding shares of the notified Stockholder at the per share price set forth in the Buy/Sell Notice. The notified Stockholder shall, within fifteen (15) days from the date of delivery of the Buy/Sell Notice, elect in writing either to sell all of its shares to the notifying Stockholder, or to purchase all of the shares of the notifying Stockholder. If the notified Stockholder fails to make a written election within the required fifteen day period, then the notifying Stockholder may elect either to sell its shares or to purchase the shares of the notified Stockholder at the per share price set forth in the Buy/Sell Notice, and shall within five (5) days provide written notice of any such election to the notified Stockholder. The purchase price of shares purchased in accordance with this Section shall be due and payable in cash or immediately

available funds.

Closing for the purchase of shares pursuant to this Buy/Sell provision shall occur within ninety (90) days from the date of delivery of the written election by the notified Stockholder to sell or buy the shares or, if the notified Stockholder fails to provide such election, within ninety (90) days from the date of delivery of the written election of the notifying Stockholder to the notified Stockholder of his election to sell or buy the shares. Closing pursuant to this section shall take place at the office of the LLC at 10:00 a.m. on the date so specified in the written notice, or at such other time and place as shall be mutually agreeable. At such closing, the seller must sell and deliver the shares to the buyer and the buyer shall pay the agreed consideration to the seller. The seller shall also deliver to the buyer an instrument executed by the seller, warranting that the shares are free and clear of all liens, claims, and encumbrances of every kind. The seller shall also agree therein to indemnify the buyer against and to hold it harmless from any loss, cost, or damage which it may incur by reason of the breach of such warranty. Further, in the event that the seller shall fail to appear at the closing or shall fail to deliver the certificate or certificates representing the shares when required to do so, or shall otherwise fail to comply with its obligations under this Agreement, the buyer may thereupon place cash or immediately and available funds equal to the purchase price in escrow for the seller, whereupon the Corporation shall be privileged to cancel the seller's shares and to treat the shares as having been purchased by the buyer. Such purchase price shall be released from escrow only upon surrender by the seller of such certificate or certificates, properly endorsed, or proof of destruction or loss thereof satisfactory to the Corporation.

- 6 **LIFE INSURANCE.** For purpose of this Agreement, the Stockholders will each maintain a life insurance policy paid for by the Corporation with the Corporation retaining the applicable benefits. In the event of the death of Stockholder, the insurance proceeds will be paid to the Corporation. The Corporation will then pay the insurance proceeds to the heirs, successors or assigns of the deceased Stockholder. Following payment of the insurance proceeds, the

Corporation automatically acquires the deceased Stockholder's ownership interest in the Corporation. The payment will be made immediately after the insurance proceeds have been attained by the Corporation. The payment will be made in full, in a single installment. In the event of the both Stockholders die within 30 days from each other, the insurance proceeds from each policy shall be paid equally to each of the shareholders' estates. The representative of each estate shall waive any and all interest in the Corporation. Immediately thereafter, Saman Huon and Gendal Romanini shall each receive fifty shares of common stock without payment representing all of the issued and outstanding stock in the Corporation.

7. **EMPLOYMENT.** Each stockholder has been and is presently employed by the corporation.

In consideration of continued employment and the mutual covenants contained herein the parties agree as follows:

7.1 **Compensation.** Compensation shall be determined by the Board of Directors.

7.2 **Termination.** A stockholder may be terminated from employment only by reason of the stockholders willful dishonesty towards, fraud upon, or deliberate injury or attempted injury to the corporation, or by reason of the stockholder's willful material breach of this Agreement which has resulted in material injury to the corporation. For purposes of this Agreement, "for cause" shall be understood to include: (a) embezzlement, theft, larceny, material fraud, or other acts of dishonesty; (b) material violation by stockholder of any of his obligations under this Agreement which cause or may cause a material adverse effect to the corporation; (c) conviction of or entry of a plea of guilty or nolo contendere to a felony or other crime which has, or may have, an adverse effect on the stockholder's ability to carry out his duties under this Agreement or upon the reputation of the corporation; (d) conduct involving moral turpitude; (e) material continuing failure by the stockholder to perform the duties of his or her employment for fifteen days after written warning by the President of the corporation.

8. **PROTECTION OF CORPORATION'S BUSINESS INTERESTS:**

- 8.1 **Recitals.** The Parties agree and acknowledge that:
- 8.1.1 The corporation is engaged in the business of, among other things, biotechnology and its principal place of business is 13881 Plantation Road, Suite #2, Fort Myers, Florida 33912 (hereinafter referred to as the “Business.”)
- 8.1.2 The stockholders have and will acquire by virtue of their employment with the corporation, at substantial expense and effort of the corporation, specialized proprietary information relating to the business.
- 8.2 **Covenant Not To Disclose.** During the stockholder’s employment, the stockholder shall not, without authorization of the corporation, disclose to or use for the benefit of any person, employer, other entity, or himself or herself, any files, proprietary trade secrets, or other confidential information concerning the business clients, methods, operations, financing, employees, products or marketing of the corporation. Trade secrets and confidential information shall mean information not generally known by the stockholder except as a consequence of his provision of services pursuant to this Agreement. The stockholder acknowledges that all files, client or customer records, lists, and records owned by the corporation or used by it in connection with the conduct of its business or the conduct of its business shall, at all times, remain the property of the corporation
- 8.3 **Remedies.** The parties agree that the corporation, and the successors and assigns to the goodwill of the business of the corporation shall be entitled to injunctive relief in addition to all other remedies, both legal and equitable, should the stockholder breach the covenants contained in this section.
- 8.4 **Severability.** In the event a court of competent jurisdiction or an arbitrator determines that any part or provision of this Section 7 constitutes an unenforceable restraint on trade, or is otherwise unenforceable, the parties agree that this Agreement shall not be null and void, but shall be unenforceable in such ways in

such geographical area and for such duration which maybe determined to be permitted by the law of State of Florida, considering all relevant factors.

9 **CONTROL.** Each stockholder shall cause such meetings of the corporation to be held, votes cast, resolutions passed, bylaws enacted, documents executed and all things and acts done to ensure the following continuing arrangements with respect to the operation and control of the corporation:

9.1 **Directors.** The business and affairs of the corporation shall be managed by the Board of Directors which shall, subject too as hereafter provided, at all times consist of each of the separate stockholders of the corporation. Should any vacancy occur in the Board of Directors pursuant to the provisions in paragraph four (4), the stockholder's legal representative shall appoint a replacement nominee. Until such vacancy is filled, the Board of Directors shall not transact any business or exercise any of its powers or functions, except as necessary to elect such nominee(s) as director(s) and/or to preserve the business and the assets of the corporation. Notwithstanding the foregoing, if such vacancy is not filled within seven (7) days of such vacancy occurring, thereafter the Directors then in office shall be entitled to transact the business and exercise all of the powers of the Board of Directors.

9.2 **Officers.** The officers of the corporation shall be as follows:

| <u>Name</u> | <u>Office</u> |
|--------------------|------------------------------|
| Emery Smith | Vice President and Treasurer |
| Patick Pennie | President and Secretary |

Subject to the authority of the Board of Directors, the day-to-day management and operation of the corporation shall be the responsibility of the President. In the absence of the President, and subject to the authority of the Board of Directors the day-to-day management and operation of the corporation shall be the responsibility of the Vice President.

- 9.3 **Stockholder Action.** Notwithstanding anything contained in this Agreement, without the unanimous prior consent of Stockholders of the corporation, none of the following shall be effected:
- 9.3.1 The issuance or sale by the corporation of any of its shares or the granting of any rights, options, or privilege to acquire shares in its capital or any split, conversion or exchange of shares in its capital;
 - 9.3.2 The redemption or purchase by the corporation of any of its issued shares, unless pursuant to this Agreement;
 - 9.3.3 The taking or instituting of proceeding for the winding-up, reorganization or dissolution of the corporation;
 - 9.3.4 The sale, lease, exchange or other disposition of all or substantially all of the assets of the corporation; or of all or any part of any real property interest owned by the corporation;
 - 9.3.5 Any change in the determination of the number of directors of the corporation;
 - 9.3.6 Any amendment to the Articles of the corporation;
 - 9.3.7 The enactment repeal or amendment of any Bylaws of the corporation;
 - 9.3.8 Any change in the name of the corporation or the business;
 - 9.3.9 Any material change in the business of the corporation, or any material change in the manner in which the business is carried on;
 - 9.3.10 Any sale, transfer, assignment or encumbrance of any of the issued shares of the corporation otherwise than strictly in accordance with, and as permitted by, the provisions of this Agreement;
 - 9.3.11 Entering into any employment contract that is not terminable at will;

9.3.12 Establishing the salary and benefit of any Stockholder employed by the corporation; and

9.3.13 The declaration of any division or distribution.

10 **TERM.** This Agreement shall terminate upon the voluntary written agreement of all parties who are then bound by the terms of said agreement. Upon termination of this Agreement, the stockholders shall surrender to the corporation their certificates and the corporation shall issue to them an equal number of shares without the endorsement restricting alienation as set forth in paragraph 2.6

11 **NOTICES.** Any notices permitted or required under this Agreement shall be deemed given upon the personal delivery or forty-eight (48) hours after deposit in the United States mail, postage prepaid, return receipt requested.

TO:

Emery Smith

Patrick Pennie

Or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

12 **DISPUTE RESOLUTION.**

12.1 Notwithstanding the injunctive relief provisions of Paragraphs 2 and 8 of this Agreement, any controversy or claim between the parties or between any party and any Officer, Director, or Stockholder, whatsoever, whether arising under or relating to this Agreement or not, which accrued prior to the date of this Agreement, or which accrues during any time that any duty or obligation under this Agreement remains undischarged, and including any claim involving an alleged tort, shall first be subject to pre-suit mediation.

- 12.2 **Mediator.** This mediation shall be heard before one mediator, who shall be a licensed practicing attorney in the State of Florida with no less than ten (10) years experience in commercial litigation. If the parties to a controversy or claim fail to agree on the single mediator within ten (10) days of written notice from either party of a dispute to be submitted to mediator, each party shall designate its selected mediator and the two (2) so chosen shall select one (1) single mediator within ten (10) days. If a party fails to select a mediator, the mediator selected by the other party shall serve. In the event the mediator are unable to select a single mediator, application to a court of competent jurisdiction shall be made for appointment of an mediator.
- 12.3 **Time and Place.** The mediation hearing shall take place within forty-five (45) days from the date the mediator accepts his or her duties, unless otherwise agreed by the parties, or extended by the mediator for good cause. The mediation shall be held in Lee County, Florida. If the parties are unable to select a location for the hearing, the mediator shall make the selection.
- 12.4 **Cost.** The fees and costs of the mediator shall be equally divided between the parties.
- 12.5 **Temporary Injunctive Relief.** Nothing contained herein shall be construed to prevent the corporation or a stockholder from seeking temporary injunctive relief from a court of competent jurisdiction.

13 **GENERAL PROVISIONS.**

- 13.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.
- 13.2 **Titles and Captions.** All Section and Subsection title's and caption's contained in this Agreement are for convenience only and shall not be construed as part of this Agreement for the purpose of interpretation.

- 13.3 **Entire Agreement.** This Agreement contains the entire understanding between and among the parties and supersedes and replaces any other understandings and Agreements among them concerning the subject matter of this Agreement.
- 13.4 **Binding.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 13.5 **Computation of Time.** In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or a legal holiday, in which the period shall run until the end of the next day thereafter which is not a Saturday, Sunday, or legal holiday.
- 13.6 **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement, or any part or section thereof, was drafted by said party.
- 13.7 **Further Action.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such actions as may be necessary and appropriate to achieve the purposes of this agreement.
- 13.8 **Parties in Interest.** Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.
- 13.9 **Savings Clause.** If any provision of this Agreement, or the application of such provision to any person or circumstance is adjudicated or otherwise found invalid, illegal, or otherwise unenforceable, the remainder of this Agreement shall not be effected, and the invalid, illegal or unenforceable provision shall be considered severed.
- 13.10 **Pronouns and Plurals.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the

person or persons may require.

13.11 **Security Interest in Shares.** In addition to the rights above, each Stockholder hereby grants the other Stockholder a security interest in his or her own Shares in the Corporation to assure compliance with the provisions of this Agreement. In the event of a breach of this Agreement by either Stockholder, the non-breaching Stockholder may enforce this Agreement pursuant to Article 9 of the UCC and/or may seek any other remedy provided by law.

14 **ATTORNEY'S REPRESENTATIONS.** The parties acknowledge that counsel for Emery Smith, Charles C. Jones, Esquire, has prepared this agreement on behalf of and in the course of his representation of the Emery Smith, and that:

- 14.1 The parties have been advised by counsel that a conflict of interest exists among their individual interests; and
- 14.2 The parties have been advised by counsel to seek the advice of independent counsel; and
- 14.3 The parties have been given an opportunity to seek the advice of independent counsel; and
- 14.4 The parties have received no representations from counsel about the tax consequences of this Agreement, which may exist.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures and seals on the dates and before the witnesses shown below.

The Corporation:

Witnesses

EMCYTE CORPORATION

Print Name: _____

Emery Smith, Vice President

Print Name: _____

Patrick Pennie, President

The Stockholders:

Witnesses

Print Name: _____

Emery Smith

Print Name: _____

Patrick Pennie