

SHAREHOLDERS AGREEMENT

This Shareholders Agreement (hereinafter referred to as the "Agreement"), made and entered into this _____ day of April, 2007 by and among LIC HOLDINGS, INC. ("Corporation"), a Florida corporation, Ted S. Bernstein ("Ted"); Simon Bernstein ("Si"); William Stansbury ("Stansbury"); Gerald R. Lewin, Trustee of the Eric D. Bernstein Irrevocable Trust; Gerald R. Lewin, Trustee of the Alexandra L. Bernstein Irrevocable Trust; Gerald R. Lewin, Trustee of the Michael A. Bernstein Irrevocable Trust; Gerald R. Lewin, Trustee of the Julia Iantoni Irrevocable Trust; Gerald R. Lewin, Trustee of the Max Friedstein Irrevocable Trust; Gerald R. Lewin, Trustee of the Carly E. Friedstein Irrevocable Trust; Gerald R. Lewin, Trustee of the Molly N. Simon Irrevocable Trust; Traci Kratish, P.A. trustee of the Joshua Z. Bernstein Irrevocable Trust; Traci Kratish, P.A. trustee of the Jake Bernstein Irrevocable Trust and Traci Kratish, P.A. trustee of the Daniel Bernstein Irrevocable Trust; (singularly be referred to as a "Shareholder" and collectively as "Shareholders").

W I T N E S S E T H:

WHEREAS, Each Shareholder owns common capital stock of the Corporation as listed on Schedule A, which is attached hereto and made a part hereof, which collectively represents all of the issued and outstanding shares of the capital stock of the Corporation (hereinafter referred to as "Shares"), whether it is the shares of an individual Shareholder or the

Shares of all Shareholders; and

WHEREAS, the parties believe that it is in the best interest of the Corporation and the Shareholders to make provision for the restriction on transfer of the shares, the future disposition of the common capital shares of the Corporation, management of the affairs of the Corporation and restriction of the voting of the corporate shares; and

WHEREAS, the Shareholders and the Corporation desire to enter into an Agreement with respect to the issuance, sale, transfer, distribution, encumbrance or other disposition of shares of the Corporation and to provide for the orderly management of the Corporation;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Restrictions on Transfer

1.1 Restriction of Transfer. No Shareholder shall give, pledge, hypothecate or otherwise encumber any of the Shares of the Corporation now held or hereafter acquired by him, nor (except as otherwise expressly provided elsewhere in this Agreement) shall he sell, transfer or otherwise distribute any Shares of the Corporation now held or hereafter acquired by him, unless such gift, pledge, hypothecation or other encumbrance, sale, transfer or distribution shall have been previously approved by the Board of Directors of the

Corporation.

1.2 Effect of Purported Transfer. Any attempted or purported transfer or acquisition of Shares in violation of Section 1.1 of this Agreement shall be null and void. Any such attempted or purported transfer or acquisition may be enjoined by any court of competent jurisdiction by the Corporation. Subject to other provisions of this agreement and subject to any proxies granted, the Shareholder making any purported or attempted transfer, notwithstanding any agreement or understanding with any such purported or attempted transferee, shall retain the right to vote, except a right to vote as to whether or not the Corporation shall maintain an action against said Shareholder for breach of this Agreement and the right to receive dividends and liquidation proceeds.

1.3 Restriction on Issuance of Shares by the Corporation. The Corporation shall not issue, sell or otherwise distribute any of its shares of any class (whether authorized but unissued shares or treasury shares) to any person, firm, corporation, partnership, trust or other entity except upon resolution passed by the Board of Directors of the Corporation. If the Corporation does issue additional stock, whether authorized but unissued shares or treasury shares, to any person other than a person who is presently a Shareholder of the Corporation, then the Corporation will only issue said shares subject to the terms and conditions of this Agreement, and the Corporation shall cause the new Shareholder to execute

an amendment to this Agreement agreeing to be bound by the terms and conditions hereby.

1.4 Restrictions Appropriate. Each Shareholder and the Corporation agree and acknowledge that the restrictions on the issuance, transfer and encumbrance of the Shares of the Company imposed by this Agreement are imposed to accomplish legitimate purposes of the Corporation, and that such restrictions are not more restrictive than necessary to accomplish those purposes.

1.5 Substantial Right of Forfeiture of Stansbury's Shares. The Shares of Stansbury are subject to a substantial right of forfeiture in the event Stansbury leaves the employ of the Corporation for any reason. In such event Stansbury must sell the shares represented by this certificate back to the corporation at par value. The share certificate issued to William Stansbury shall bear the following legend:

"The transfer of the shares represented by this certificate are restricted. The holder of the shares cannot transfer the shares under any circumstances. In the event the holder of the share represented by this certificate leaves the employ of LIC Holdings, Inc. for any reason, then the holder of the shares represented by this certificate must sell the shares represented by this certificate back to the corporation at par value. Upon the holder of the shares represented by this certificate leaving the employ of the corporation, then the corporation may cancel this share certificate on the share book of the corporation."

1.6 S Corporation Dividends.

A. S Corporation Dividends. The Corporation shall, from time to time, make cash distributions in the nature of S corporation dividends to the Shareholders. All distributions shall be made pro rata to the Shareholders based upon the share ownership.

B. Shareholder Loans. If the Corporation is indebted to any shareholder, said shareholder loans shall be paid before any S corporation dividends are paid to shareholders. All additional sums which are loaned to the Corporation by any Shareholder shall be repaid to said respective Shareholder before any dividends are paid to Shareholders.

ARTICLE II

Lost Certificates

2.1 Lost, Wrongfully Taken or Destroyed Certificates.

If a Shareholder, shall assert that one or more of the share certificates evidencing such shares have been lost, wrongfully taken or destroyed, such Shareholder or such Shareholder's personal representative, if such Shareholder is deceased, may deliver and file with the Corporation:

(A) A lost securities affidavit executed by the Personal Representative, or Shareholder, stating that, after a reasonable effort to locate the same, such share certificates cannot be found and have, to the best of his knowledge, been lost, wrongfully taken or destroyed;

(B) Unless waived by the directors of the Corporation, an indemnity bond, in a form satisfactory to the Corporation, to indemnify the Corporation against any loss or liability that it may incur by reason of any acts taken by it in reliance on the assertion of such Personal Representative or Shareholder, that such certificates have been lost, wrongfully taken or destroyed.

ARTICLE III

Lifetime Transfer

3.1 First Right of Refusal. If, from time to time or at any time, a Shareholder (hereinafter sometimes called the "Offering Shareholder") receives a bona fide offer acceptable to him to purchase, or makes a bona fide offer to sell to a purchaser, all or any part of the Shares of the Corporation now held or hereafter acquired by him (the Shares subject to any such offer sometimes hereinafter called the "Available Shares"), such Offering Shareholder shall give notice of such offer (sometimes hereinafter called the "Notice of Offer") to the Corporation. The Notice of Offer shall be in affidavit form, shall include a copy or summary of the offer to purchase and sell, and shall set forth the name and address of the Shareholder offering the Available Shares, the number of the Available Shares, the name and address of the proposed purchaser, the proposed purchase price and the other terms of such offer.

3.2 Right of First Refusal. On receipt of the notice with respect to such offer, the Corporation shall have the exclusive right and option, exercisable at any time during a period of thirty (30) days from the date of said notice, to purchase the Shares of the Corporation covered by the offer in question at the same price and on the same terms and conditions of the offer as set out in such Notice of Offers. If the Corporation decides to exercise the option, it shall give written notification of this effect to the Offering Shareholder desiring to sell, and said sale and purchase shall be closed within thirty (30) days thereafter. If the Corporation does not elect to exercise its option to purchase any or all of the Available Shares, it shall, prior to the expiration of the thirty (30) day period stated above, notify the Shareholders of its election and the Shareholders shall be entitled during a period of fifteen (15) days from the date of said notice to purchase said stock in proportion to their Shareholder interest excluding the interest of the Offering Shareholder. The sale and purchase shall be closed within thirty (30) days thereafter. In the event any Shareholder does not desire to purchase any of Offering Shareholder's Available Shares, the other remaining shareholder shall have fifteen (15) days to purchase all of Offering Shareholder's Available Shares not so purchased. In the event that the other remaining shareholders do not desire to purchase the Available Shares, the Offering Shareholder

shall have the right to transfer the Available Shares to the prospective purchaser free and clear of any restrictions against transfer that might otherwise have been created by this Agreement; provided, further, that the right of the Corporation to exercise its option to purchase shall be subject to the laws of the State of Florida governing the rights of a corporation to purchase its own shares.

3.3 Purchase Price and Terms. The purchase price to be paid to the seller of the Available Shares by the purchaser thereof and the terms upon an exercise of any right of refusal shall be the purchase price and terms for such shares stated in the related Notice of Offer.

3.4 Right to Sell for Sixty days. Anything contained in this Agreement to the contrary notwithstanding, if any right of refusal shall not be exercised for the purchase of all 100% of the Available Shares of the Corporation subject thereto, then the Offering Shareholder of said unpurchased shares shall have the right, for a period ending on the sixtieth (60th) day after the expiration of the right of refusal, to sell all, but not less than all, of said remaining shares to, and only to, the proposed purchaser identified in the Notice of Offer given to the Corporation as contemplated by Section 3.1 of this Agreement, at the same price and otherwise upon the same terms described in the Notice of Offer. If said shares are not sold to said proposed purchaser in such sixty-day period, all of the

restrictions, conditions and obligations imposed by this Agreement shall again apply to all shares of the Corporation held by the Offering Shareholder.

3.5 Transfers Subject to this Agreement. Any Transferees of any shares which are subject to this agreement shall take such shares subject to this Agreement. The acceptance of such shares by such Transferee shall be an acknowledgement that such Transferee agrees to be bound by the terms and conditions of this Agreement.

ARTICLE IV

Death of Ted

4.1 Death of Ted. In the event that Ted predeceases Si, the Corporation shall redeem Ted's Shares and Ted's personal representative shall sell Ted's Shares to the Corporation.

4.2 Closing. The closing of such purchase and sale as set forth in Paragraph 4.1 shall take place at the office of the Corporation at a date designated by the Corporation, which shall not be more than one hundred twenty (120) days following the date of the qualification of the personal representative, and not less than ten (10) days following such date; provided, however, said closing shall take place regardless of date of qualification of the personal representatives within six (6) months of the date of death of the decedent.

4.3 Insurance. If the estate of the Ted shall receive any proceeds of any insurance policy on the life of Ted,

which was specifically purchased to fund this death buyout of Ted said life insurance proceeds shall be a credit to the Corporation toward the payment of the purchase price set forth in this Article IV.

4.4 Balance of Purchase Price. The balance of the purchase price remaining after credit for the amount of any such insurance proceeds as provided in Paragraph 4.3 of this Article VI herein, shall be payable in sixty (60) monthly installments, the first of such installment payable one (1) month from the date of closing, and the remaining installments successively monthly thereafter. This indebtedness shall be represented by a promissory note of the Corporation, delivered to Ted's personal representative, bearing interest per annum at a rate equal to the Applicable Federal Rate. If the Internal Revenue Service stops publishing an Applicable Federal Rate, the rate shall be such other similar rate published by the Federal Government. The rate for the promissory note shall remain constant throughout the entire term of the promissory note. Notwithstanding the foregoing, the rate of interest on the promissory note shall not exceed the maximum rate allowed by law. The promissory note shall provide that the maker shall have the privilege of repaying all or any part thereof at any time with interest to date of prepayment, that a default in any payment when due shall cause the remaining unpaid balance to become due and payable forthwith, and shall provide for the maker to pay all

costs and expenses of collection, including a reasonable attorney's fee. The default interest rate shall be the maximum rate allowed by law.

4.5 Collateral. When Ted's personal representative sells capital stock under this agreement and a promissory note is given by the Corporation for a portion of the purchase price, the Corporation shall, following the delivery of the purchased stock, endorse the new certificates of stock issued to the Corporation and deliver the same to a mutually acceptable escrow agent as collateral security for the payment of the unpaid purchase price, and such capital stock shall be so held until the entire purchase price shall be paid.

4.6 Purchase Price for Death Buyout. The price of the capital stock of Ted shall be the book value on the last day of the month in which Ted dies.

ARTICLE V

Death of Si

5.1 Death of Si. In the event that Si predeceases Ted, Si's shares shall pass to Ted pursuant to Si's Last Will and Testament. If Si has shares in his own name that do not pass to Ted pursuant to Si's Last Will and Testament, then and in that event, the Corporation shall redeem Si's Shares and Si's personal representative shall sell Si's Shares to the Corporation.

5.2 Closing. The closing of such purchase and sale as set forth in Paragraph 5.1 shall take place at the office of the Corporation at a date designated by the Corporation, which shall not be more than one hundred twenty (120) days following the date of the qualification of the personal representative, and not less than ten (10) days following such date; provided, however, said closing shall take place regardless of date of qualification of the personal representatives within six (6) months of the date of death of the decedent.

5.3 Insurance. If the estate of the Si shall receive any proceeds of any insurance policy on the life of Si, which was specifically purchased to fund this death buyout of Si said life insurance proceeds shall be a credit to the Corporation toward the payment of the purchase price set forth in this Article V.

5.4 Balance of Purchase Price. The balance of the purchase price remaining after credit for the amount of any such insurance proceeds as provided in Paragraph 5.3 of this Article V herein, shall be payable in sixty (60) monthly installments, the first of such installment payable one (1) month from the date of closing, and the remaining installments successively monthly thereafter. This indebtedness shall be represented by a promissory note of the Corporation, delivered to Si's personal representative, bearing interest per annum at a rate equal to the Applicable

Federal Rate. If the Internal Revenue Service stops publishing an Applicable Federal Rate, the rate shall be such other similar rate published by the Federal Government. The rate for the promissory note shall remain constant throughout the entire term of the promissory note. Notwithstanding the foregoing, the rate of interest on the promissory note shall not exceed the maximum rate allowed by law. The promissory note shall provide that the maker shall have the privilege of repaying all or any part thereof at any time with interest to date of prepayment, that a default in any payment when due shall cause the remaining unpaid balance to become due and payable forthwith, and shall provide for the maker to pay all costs and expenses of collection, including a reasonable attorney's fee. The default interest rate shall be the maximum rate allowed by law.

5.5 Collateral. When Si's personal representative sells capital stock under this agreement and a promissory note is given by the Corporation for a portion of the purchase price, the Corporation shall, following the delivery of the purchased stock, endorse the new certificates of stock issued to the Corporation and deliver the same to a mutually acceptable escrow agent as collateral security for the payment of the unpaid purchase price, and such capital stock shall be so held until the entire purchase price shall be paid.

5.6 Purchase Price for Death Buyout. The price of the capital stock of Si's shall be the book value on the last day of the month in which Si dies.

ARTICLE VI

Death of Stansbury

6.1 Death of Stansbury. In the event that Stansbury dies, then and in that event, the Corporation shall redeem Stansbury's Shares and Stansbury's personal representative shall sell Stansbury's Shares to the Corporation.

6.2 Closing. The closing of such purchase and sale as set forth in Paragraph 6.1 shall take place at the office of the Corporation at a date designated by the Corporation, which shall not be more than one hundred twenty (120) days following the date of the qualification of the personal representative, and not less than ten (10) days following such date; provided, however, said closing shall take place regardless of date of qualification of the personal representatives within six (6) months of the date of death of the decedent.

6.3 Insurance. If the estate of Stansbury shall receive any proceeds of any insurance policy on the life of Stansbury, which was specifically purchased to fund this death buyout of Stansbury said life insurance proceeds shall be a credit to the Corporation toward the payment of the purchase price set forth in this Article VI.

6.4 Balance of Purchase Price. The balance of the purchase price remaining after credit for the amount of any such insurance proceeds as provided in Paragraph 6.3 of this Article VI herein, shall be payable in sixty (60) monthly installments, the first of such installment payable one (1) month from the date of closing, and the remaining installments successively monthly thereafter. This indebtedness shall be represented by a promissory note of the Corporation, delivered to Stansbury's personal representative, bearing interest per annum at a rate equal to the Applicable Federal Rate. If the Internal Revenue Service stops publishing an Applicable Federal Rate, the rate shall be such other similar rate published by the Federal Government. The rate for the promissory note shall remain constant throughout the entire term of the promissory note. Notwithstanding the foregoing, the rate of interest on the promissory note shall not exceed the maximum rate allowed by law. The promissory note shall provide that the maker shall have the privilege of repaying all or any part thereof at any time with interest to date of prepayment, that a default in any payment when due shall cause the remaining unpaid balance to become due and payable forthwith, and shall provide for the maker to pay all costs and expenses of collection, including a reasonable attorney's fee. The default interest rate shall be the maximum rate allowed by law.

6.5 Collateral. When Stansbury's personal representative sells capital stock under this agreement and a promissory note is given by the Corporation for a portion of the purchase price, the Corporation shall, following the delivery of the purchased stock, endorse the new certificates of stock issued to the Corporation and deliver the same to a mutually acceptable escrow agent as collateral security for the payment of the unpaid purchase price, and such capital stock shall be so held until the entire purchase price shall be paid.

6.6 Purchase Price for Death Buyout. The price of the capital stock of Stansbury shall be the book value on the last day of the month in which Stansbury dies.

ARTICLE VII

DISABILITY OR INACTIVITY

7.1 Sale Upon Disability or Inactivity of an Individual Shareholder. In the event of the total and permanent disability of an Individual Shareholder and not a trust shareholder, as hereinafter defined, the Corporation shall purchase and the disabled Shareholder shall sell, all of the shares of the Corporation owned by the disabled Shareholder when the Shareholder qualifies for a total and permanent disability sale and purchase as hereinafter defined. The shares of the disabled Shareholder to be purchased by the Corporation in accordance with this Paragraph 7.1. shall be deemed to have been purchased by and transferred to the

Corporation, and for all corporate purposes to cease to be outstanding as of the date the Shareholder qualifies for the total and permanent disability, and the Corporation may treat such shares as treasury shares or retire the shares to have the status of authorized but unissued shares.

7.2 Definition of Disability Sale. A Shareholder shall be eligible for a disability purchase and sale when he become totally and permanently disabled. Total and permanent disability shall be defined as:

A. A Shareholder becoming disabled, unable to perform his normal and usual functions for the Corporation for a period exceeding six (6) months. In order to be declared totally and permanently disabled for purposes of this Agreement, the Shareholder must be certified and declared by a medical doctor chosen by the Corporation to be totally and permanently disabled and unable to perform his normal and usual functions for the Corporation and, in addition thereto, the prognosis of said doctor must be that the Shareholder is totally and permanently disabled and will never again be able to resume his normal and usual functions for the Corporation, or

B. Qualifying for the payment of disability insurance proceeds under a disability buyout insurance policy owned by the Corporation.

7.3 Closing. Closing of such Purchase and Sale shall take place at the office of the Corporation at a date

designated by the Corporation which shall not be more than thirty (30) days after a person meets the definition of disability or inactivity as set forth in Paragraph 7.2.

7.4 Disability Insurance. If the Corporation shall receive any proceeds of any insurance policy as the result of the disability of a Shareholder, such proceeds not in excess of the purchase price payable by the Corporation shall be paid by the Corporation to the disabled Shareholder on account of such purchase price.

7.5 Balance of Purchase Price. The balance of the purchase price remaining after payment of any such insurance proceeds as provided in Paragraph 7.4 of this Article V herein, shall be payable in sixty (60) equal monthly installments, the first of such installment payable one (1) month from the date of closing, and the remaining installments successively monthly thereafter. This indebtedness shall be represented by a promissory note of the Corporation, delivered to the disabled Shareholder, bearing interest per annum at a rate equal to the Applicable Federal Rate. If the Internal Revenue Service stops publishing an Applicable Federal Rate, the rate shall be such other similar rate published by the Federal Government. The rate for the promissory note shall remain constant throughout the entire term of the promissory note. Notwithstanding the foregoing, the rate of interest on the promissory note shall not exceed the maximum rate allowed by law. The promissory note shall

7.8 Inability or Unwillingness to Purchase. If the Corporation shall not have sufficient assets to permit it lawfully to purchase all of such shares of capital stock, or if the Corporation in any event shall be unable or refuse to purchase all of the disabled Shareholder's shares of capital stock, the obligation of the Corporation with respect to the shares which the Corporation shall be unable to purchase shall be deemed assumed by the remaining shareholders in the same proportion as their issued common stock bears to the common stock of all the other shareholders, excluding the disabled shareholder.

ARTICLE VIII

DIVORCE

8.1 Sale Upon Divorce. The shares of the Corporation shall not be transferred by an individual Shareholder to a spouse or ex-spouse as part of any divorce proceeding or settlement. Prior to any such attempt to transfer, the shares shall be purchased by the Corporation in accordance with this Paragraph 8.1 and shall be deemed to be purchased by and transferred to the Corporation for all corporate purposes, to cease to be outstanding on the date of such attempted transfer, and the Corporation may treat such shares as treasury shares or retire such shares to have the status of authorized but unissued shares.

8.2 Closing. The closing of such purchase and sale shall take place at the office of the Corporation at a date

designated by the Corporation, which shall not be more than sixty (60) days following the execution of a Property Settlement Agreement or Judgment of Dissolution of Marriage, by which said attempted transfer was to take place.

8.3 Payment of Purchase Price. The purchase price shall be payable in sixty (60) equal monthly installments, the first of such installments payable in one (1) month from the date of closing, and the remaining installments successively monthly thereafter. This indebtedness shall be represented by a promissory note of the Corporation, endorsed and guaranteed by the remaining shareholder, delivered to the divorced or divorcing shareholder, bearing interest per annum at a rate equal to the Applicable Federal Rate using the three month rule. If the Internal Revenue Service stops publishing an Applicable Federal Rate, the rate shall be such other similar rate published by the Federal Government. The rate for the promissory note shall remain constant throughout the entire term of the promissory note. Notwithstanding the foregoing, the rate of interest on the promissory note shall not exceed the maximum rate allowed by law. The promissory note shall provide that the maker shall have the privilege of repaying all or any part thereof at any time with interest to date of prepayment, that a default in any payment when due shall cause the remaining unpaid balance to become due and payable forthwith, and shall provide for the maker to pay all costs and expenses of collection, including a reasonable

attorney's fee. The default interest rate shall be the maximum rate allowed by law.

8.4 Collateral. When a divorced or divorcing Shareholder sells capital stock under this agreement and a promissory note is given by the purchaser for a portion of the purchase price, such purchaser shall, following the delivery of the purchased stock, endorse the new certificates of stock issued to such purchaser and deliver the same to a mutually acceptable escrow agent as collateral security for the payment of the unpaid purchase price, and such capital stock shall be so held until the entire purchase price shall be paid. While such capital stock shall be so held as collateral security and so long as the purchaser is not in default, the purchaser shall be entitled to all voting rights with respect thereto.

8.5 Purchase Price for Divorce Buyout. The price of the capital stock of divorcing Shareholder shall be the book value on the last day of the month in which the divorcing Shareholder executes a Property Settlement Agreement or Judgment of Dissolution of Marriage is entered by the court if there is no property settlement agreement.

8.6 Inability of Unwillingness to Purchase. If the Corporation shall not have sufficient assets to permit it lawfully to purchase all of such shares of capital stock, or if the Corporation in any event shall be unable or refuse to

purchase all of the respective shareholder's shares of capital stock, the obligation of the Corporation with respect to the shares which the Corporation shall be unable to purchase shall be deemed assumed by the surviving shareholders in the same proportion as their issued common stock bears to the common stock of all the other shareholders, excluding the divorced shareholder.

ARTICLE IX

Corporation Governance

9.1 Shareholder Agreement. The parties hereto agree that this Agreement shall constitute a Shareholders Agreement. This Agreement shall regulate certain aspects of the internal affairs of the Corporation, the relations of all of the Shareholders among themselves to the extent set forth herein and the conduct and discretion of the Board of Directors and Officers of the Corporation.

9.2 Contrary Provisions. If the Articles of Incorporation or the Bylaws, as now in effect or as amended, are inconsistent with this Agreement, such inconsistent provisions of the Articles of Incorporation or Bylaws shall be suspended during the term of this Agreement, and the provisions herein shall be controlling.

9.3 Directors. During the term of this Agreement, the shareholder's shall at each annual meeting of the shareholder elect Ted and Si as directors of the corporation.

9.4 Officers. At each annual meeting of the directors, the Shareholders sitting as the Board of Directors shall elect the following officers:

President	Ted S. Bernstein
Vice-President	Simon Bernstein
Vice-President	William Stansbury
Secretary	Ted S. Bernstein
Treasurer	Ted S. Bernstein

9.5 Signatures on Corporation's Bank Account. Each bank account of the Corporation shall require one signature for withdrawal of Corporation's funds or execution of Corporation's checks.

9.6 Signatures for Corporation Borrowing. The signatures of both the President and Secretary/Treasurer shall be required on any loan documents required for Corporation borrowing.

ARTICLE X

Amendment and Termination

10.1 Termination by Shareholders. This Agreement may be amended or terminated by the affirmative vote (at a meeting of Shareholders called for such purpose) or by written consent of the holders of One Hundred Percent (100%) of the outstanding Shares of the Corporation.

10.2 Effect of Termination. In the event of such termination, this entire Agreement shall be of no further effect, and all aspects of the internal affairs of the

Corporation and the relations of the Shareholders among themselves shall be governed by the Articles of Incorporation and the Bylaws of the Corporation as then in effect.

ARTICLE XI

INSURANCE POLICIES

11.1 Purchase of Insurance Policies by Shareholders.

If, pursuant to the provisions hereof, any insured shareholder during his lifetime ceases to be a party to this Agreement, such shareholder shall have the right to purchase from the Corporation or another shareholder the policies of insurance on his life or disability insurance policies, except if the shareholder sells his shares as a result of disability, held by the Corporation hereunder, at a price equal to the cash surrender value plus the unearned premiums, and accumulated dividends and accrued interest thereon, determined at the date of such cessation. Such right of purchase shall be exercised by notice given to the Corporation or another shareholder, as the case may be, within ten (10) days after such cessation, and the payment of the purchase price shall be made in cash with such period of time. On receipt of the purchase price, the Corporation or other shareholder will deliver the policies of insurance and will execute all necessary instruments of transfer. All policies of insurance not so purchased by the insured shareholder shall be released from the terms of this Agreement.

ARTICLE XII

SPECIFIC PERFORMANCE

12.1 Specific Performance. The parties hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to the personal representatives of a decedent by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto or the personal representatives of a Decedent shall institute any action or proceeding to enforce the provisions hereof, any person (including the Corporation) against whom such action or proceeding is brought hereby waives the claim or defense therein, that such party or such personal representative has or have an adequate remedy at law, and such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists.

ARTICLE XIII

STOCK LEGENDS

13.1 Restrictive Legends. The Corporation shall cause each certificate evidencing the Shares of the Corporation held by each Shareholder to bear an appropriate legend reflecting the terms of this Agreement on the face or back of such certificate an appropriate legend noting conspicuously the existence of this Agreement, which legend may be in the following or any other appropriate form:

This certificate is subject to the terms conditions and restrictions of a Shareholders Agreement by and among LIC HOLDINGS, INC. and its shareholders dated April ____ 2007, a copy of which is on file in the Minute Book of LIC HOLDINGS, INC.

ARTICLE XIV

RESTRICTIVE COVENANTS

14.1 Restrictive Covenant. For the term of this Agreement, and for a period of twelve (12) months after the termination or expiration of the Agreement and within a fifty (50) mile radius of the office of corporation located at 950 Peninsula Corporate Circle - Suite 3010, Boca Raton, FL 33487, shareholders agrees that he will not, either directly or indirectly, for his own account, or through a partnership or corporation, whether as an owner, officer, manager or employee, compete with corporation or engage in, invest in or otherwise be connected with any business or business enterprise, which at the time of such proposed engagement, investment or connection, is in competition with Corporation. Competition for the purposes of this restrictive covenant shall include, but not be limited to, the sending of announcements or notices, whether delivered, telephoned, mailed, or by other means to solicit and/or communicate with the Corporation's customers even if Shareholder had prior contact with such customers. Photocopying or removing of any customer lists, ledgers, books or other records of the Corporation shall be part of this

restrictive covenant.

14.2 Court Reduction. In the event a Court of competent jurisdiction determines that this restrictive covenant is either unreasonable in its' length of time or scope, then the Court may reduce the length of time or scope of non-competition without deviating the provisions of paragraph 14.1.

14.3 Injunctive Relief. In the event of a breach or threatened breach by a Shareholder of any of his obligations under this restrictive covenant, set forth in this paragraph 14.1, the Shareholder acknowledges that the corporation would not have an adequate remedy at law and would be entitled to equitable and injunctive relief as would be available to restrain Shareholder from violation of the terms and conditions of paragraph 14.1. Nothing herein shall be construed as prohibiting the Corporation from pursuing any other remedies available for said breach or threatened breach including a recovery for damages from Shareholder.

ARTICLE XV

TRADE SECRETS

15.1 Trade Secrets. Each Shareholder by execution hereof acknowledges that he will be receiving disclosure of customer lists and other trade secrets of corporation. Shareholder acknowledges by execution of this Agreement that he has not independently as of the date of execution

of this Agreement, developed any of his own customer lists which are similar to customer lists of corporation, other than as a Shareholder or employee of the corporation. During the term of the Agreement and for twelve (12) months subsequent to the termination of this Agreement, such Shareholder shall not in any manner, use, publish, divulge, disseminate or make known or communicate any proprietary information disclosed by the corporation regarding its customer lists or any other proprietary information or technology received from corporation which Shareholder has not independently developed other than as a Shareholder or employee of the corporation. The burden of proof that Shareholder developed this information independently and prior to his being a Shareholder or prior to his employment with the corporation, shall be on Shareholder.

15.2 Court Reduction. In the event that a Court of competent jurisdiction determines this restriction to disseminate trade secrets seems unreasonable, in time or scope, the court may reduce the length of time or scope or both without voiding the provisions of paragraph 15.1.

15.3 Injunctive Relief. In the event of a breach or a threatened breach by Shareholder of any of his or her obligations under paragraph 15.1, Shareholder acknowledges that corporation would not have an adequate remedy at law and should be entitled to such equitable

and injunctive relief as may be available to restrain Shareholder from violation of the provisions of paragraph 15.1. Nothing herein shall be construed as prohibiting Employer from pursuing any other remedy available for said breach or threatened breach including the recovery of damages from Shareholder.

ARTICLE XVI

Miscellaneous

16.1 Enabling Action by Shareholders. If any amendment to the Articles and/or of the Bylaws of the Corporation, or any other action requiring the vote, consent or approval of Shareholders of the Corporation, is required in order to make permissible or lawful any of the purchases of its own shares which the Corporation may be obligated or entitled to make in accordance with the terms of this Agreement, each Shareholder will vote all Shares of the Corporation at the time held by him in favor of, or will consent in writing to, such amendment or action, whether such amendment or action is voted upon or consented to at, prior to or after the time of such purchase or purchases by the Corporation.

16.2 Payments and Notices. All payments required to be made by the Corporation or by an Offeree Shareholder under the provisions of this Agreement, and all notices and other communications required or permitted to be given or delivered under this Agreement

to the Corporation or to any one or more of the Shareholders, which notices or communications must be in writing, shall be delivered in person or shall be mailed by first-class, certified or registered mail, return receipt requested, postage prepaid, or overnight express to:

If to Corporation:

LIC Holdings, Inc
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487

If to Ted:

Ted S. Bernstein
15807 Menton Bay Court
Delray Beach FL 33446

If to Si:

Simon Bernstein

If to Gerald R. Lewin

Gerald R. Lewin, CPA
Goldstein Lewin
1900 NW Corporate Blvd.
Boca Raton, FL 33431

If to Traci Kratish, P.A.

Traci Kratish, President
Traci Kratish, P.A.
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487

The Corporation or any shareholder may, by notice received by the other parties to this Agreement, from time to time and at any time, designate a different address for making payments and for the giving of notices

of other communications to the party designating such new address. Any payment, notice or other communication required or permitted to be given in accordance with this Agreement shall be deemed to have been given when placed in the U.S. mail, or deposited with an overnight express company addressed as provided in this Agreement.

16.3 Duplicate Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all counterparts, taken together, shall constitute duplicate originals of one and the same agreement.

16.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective personal representatives, successors and assigns (including successive, as well as immediate, successors and assigns) of each party hereto.

16.5 Provisions Separable. If any provision of this Agreement or the application of any such provision to any person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provisions of this Agreement or the applications of such provisions to any other person or circumstance, all of which other provisions shall remain in full force and effect; and if any provision of this Agreement is capable of two constructions, one of which would render the provision

void and the other of which would render the provision valid, then such provision shall have the meaning which renders it valid.

16.6 Pronouns. When used in this Agreement, each pronoun and the terms "person" or "persons" shall be deemed to mean one or more individuals, firms, corporations, trusts, partnerships or other entities, as the context or circumstances may indicate.

16.7 Captions. The captions contained in this Agreement were included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

16.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto in respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between any one or more of the parties hereto in connection with the subject matter of this Agreement. No party hereto, nor any officer, employee, or other servant or agent of any party hereto, is authorized to make any representation or any or other promise in respect to the subject matter of this Agreement which is not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall

be binding upon any party hereto unless in writing and signed by all the parties affected thereby.

16.9 Additional Parties. Any person, firm or corporation owning shares of the Company and who or which is not otherwise a shareholder may become a party to this Agreement by executing one or more copies hereof, and shall thereupon be deemed to be a Shareholder.

16.10 Termination. This Agreement shall terminate upon the occurrence of any of the following event:

(a) Bankruptcy, receivership, or dissolution of the Corporation.

(b) The voluntary agreement of all shareholders. Upon termination of this Agreement, the Secretary of the Corporation shall, upon tender of the certificates of stock, delete the legend endorsed thereon pursuant to Article XIII of this Agreement.

16.11 Governing Law. This Agreement has been executed in and shall be governed by the laws of the State of Florida.

16.12 Prevailing Party. If litigation arises under this Agreement, the prevailing party in litigation shall be entitled, in addition to any other relief as may be granted, to a reasonable sum for attorneys fees and costs in the litigation including appeals, if necessary.

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

CORPORATION

LIC HOLDINGS, INC.

By:

Ted S. Bernstein
as its President

SHAREHOLDERS:

Ted S. Bernstein

Simon Bernstein

William Stansbury

Gerald R. Lewin,
as Trustee of the
Eric D. Bernstein
Irrevocable Trust

Gerald R. Lewin,
as Trustee of the
Alexandra L. Bernstein
Irrevocable Trust

Gerald R. Lewin,
as Trustee of the
Michael A. Bernstein
Irrevocable Trust

Gerald R. Lewin,
as Trustee of the
Julia Iantoni
Irrevocable Trust

Gerald R. Lewin,
as Trustee of the
Max Friedstein
Irrevocable Trust

Gerald R. Lewin,
as Trustee of the
Carly E. Friedstein
Irrevocable Trust

Gerald R. Lewin,
as Trustee of the
Molly N. Simon
Irrevocable Trust

Traci Kratish, P.A.
as Trustee of the
Joshua Z. Bernstein
Irrevocable Trust

By: _____
Traci Kratish,
as its President

Traci Kratish, P.A.
as Trustee of the
Jake Bernstein
Irrevocable Trust

By: _____
Traci Kratish,
as its President

Traci Kratish, P.A.
as Trustee of the
Daniel Bernstein
Irrevocable Trust

By: _____
Traci Kratish,
as its President

Schedule A

Distribution of LIC Holdings, Inc.'s shares

Total Share Upon which split is based	500			
Shareholder	Voting	Non-Voting	Percentage	Certificate Number
Ted S. Bernstein	165		0.330	1
Ted S. Bernstein		60	0.120	1
Simon Bernstein	165		0.330	2
William Stansbury		50	0.100	2
Eric D. Bernstein Irrevocable Trust		6	0.012	3
Alexandra L. Bernstein Irrevocable Trust		6	0.012	4
Michael A. Bernstein Irrevocable Trust		6	0.012	5
Joshua Z. Bernstein Irrevocable Trust		6	0.012	6
Jake Bernstein Irrevocable Trust		6	0.012	7
Daniel Bernstein Irrevocable Trust		6	0.012	8
Julia Iantoni Irrevocable Trust		6	0.012	9
Max Freidstein Irrevocable Trust		6	0.012	10
Carly Esther Freidstein Irrevocable Trust		6	0.012	11
Molly N. Simon Irrevocable Trust		6	0.012	12
Totals	330	170	1.000	